

07/05/2025

ESM Strata Pty Ltd
ABN: 30641043183
PO Box 779
VICTORIA PARK WA 6979
Ph: 9362 1166
officeadmin@esmstrata.com.au

Dear Owner,

Re: Annual General Meeting Minutes for The Owners of 17 Amherst Street, Fremantle, Strata Plan 66636

Please find enclosed a copy of the minutes of the recently held Annual General Meeting for the above Strata Company.

Inside you will find a copy of:

- The Minutes of the Meeting
- The Attendance Register
- The Accepted Budget
- Any additional information as required

The minutes will be adopted at the next General Meeting.

Thank you for your attention to the above.

Yours faithfully,

For and On Behalf of the Owners of 17 Amherst Street, Fremantle, Strata Plan 66636

Enc.

Minutes for the Annual General Meeting

S/Plan 66636 17 Amherst Street, Fremantle 17 Amherst Street

Generated at: 07/05/2025 07:48 pm

07/05/2025 06:00 pm

User: |

1. Appointment of Chairperson for the meeting

On a motion Moved by: | and Seconded by: | it was resolved that (Representing ESM Strata) be authorised to act as Chairperson of the Strata Company for the purpose of the meeting. The Chairperson declared the meeting open at 6:12 PM.

The Chairperson acknowledged the following invitees:

- | y, representing ESM Strata
- | co-owner of Lot 10.

2. Confirmation of Previous Minutes

On a motion Moved by: | as Proxy Holder for Lot 10 and Seconded by: | it was resolved that the previously circulated minutes of the General Meeting held on 20/06/2024 be confirmed as a true record of those proceedings.

3. Consideration of the Statement of Accounts

On a motion Moved by: | and Seconded by: | it was resolved that the Statement of Accounts for the period 01/04/2024 to 31/03/2025 showing an amount of \$107,126.91 net owners' funds, be adopted as presented.

4. Insurance Certificate of Currency

On a motion Moved by: | and Seconded by: | as Proxy Holder for Lot 10 it was resolved the Council be directed to renew the Strata Company Insurance Policy prior to its expiry date in such sums as are suggested by the insurer or as are recommended by qualified professional advisors.

5. Insurance Valuation

On a motion Moved by: | and Seconded by: | as Proxy Holder for Lot 10 it was resolved that the Council of the Strata Company be directed to obtain a common property replacement valuation by qualified professional advisors, and assess whether the Strata Company's building insurance should be amended to reflect the valuation sum.

Note: 2x quotations were presented at the meeting. The owners in attendance resolved to proceed with the services of Valuations WA at a cost of \$550.00.

6. Constitution of the Council of the Strata Company

a) On a motion Moved by: | and Seconded by: | it was resolved that the Council of the Strata Company consist of 4 owners.

b) The following candidates were nominated:

- |
- |
- |
- |

The above 4 candidates were duly elected to the Council of the Strata Company.

Note: The Council Members discussed and approved the appointment of | as the Strata Liaison with ESM Strata. The Strata Liaison will be authorised to provide instructions on behalf of the Council of the Strata Company. All remaining Council Members will be included in all correspondence.

7. Consideration of Administrative Fund Budget

On a motion Moved by: _____ it was resolved that the budget of estimated expenditure from the Administrative Fund (GST inclusive) for the period 01/04/2025 to 31/03/2026 amounting to \$42,171.00 be adopted, and shall also be the same budget for the following 12 month period until amended by a future General Meeting.

8. Determination of the Levy of Contributions for the Administrative Fund

On a motion Moved by: _____ it was resolved that the **Levy** of contributions on proprietors for the **Administrative Fund** (Ref 36(1) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$11.00	01/04/2025 - 30/06/2025	01/04/2025 (previously approved)
\$11.00	01/07/2025 - 30/09/2025	01/08/2025
\$11.00	01/10/2025 - 31/12/2025	01/10/2025
\$11.00	01/01/2026 - 31/03/2026	01/01/2026

to raise an amount of \$44,000.00 in the financial year 01/04/2025 to 31/03/2026, and

\$/Unit of Entitlement	For the Period	Due Date
\$11.00	01/04/2026 - 30/06/2026	01/04/2026 (pre-issued)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

9. Determination of the Levy of Contributions for the Reserve Fund

On a motion Moved by: _____ as Proxy Holder for Lot 10, it was resolved that the **Levy** of contributions on owners for the **Reserve Fund** (Ref 100(2) of the Strata Titles Act) be payable in advance, inclusive of GST, by instalments due and payable in the amounts and on the dates as shown below:

\$/Unit of Entitlement	For the Period	Due Date
\$4.40	01/04/2025 - 30/06/2025	01/04/2025 (previously approved)
\$4.60	01/07/2025 - 30/09/2025	01/08/2025
\$4.60	01/10/2025 - 31/12/2025	01/10/2025
\$4.60	01/01/2026 - 31/03/2026	01/01/2026

to raise an amount of \$18,200.00 in the financial year 01/04/2025 to 31/03/2026, and

\$/Unit of Entitlement	For the Period	Due Date
\$4.60	01/04/2026 - 30/06/2026	01/04/2026 (pre-issue)

The quarterly levies shall continue at the same rate until amended at a future General Meeting.

10. Approval of Pre-Approval Expenditure Limit for the Strata Manager

On a motion Moved by: _____ it was resolved that the Strata Manager is authorised to arrange repairs and maintenance for works to the Common Property up to a limit of \$500.00 excluding GST per item.

Note: This was approved for emergency items only.

11. Matters without notice for discussion and referral to the Council

The following matters were raised are referred to the Council of the Strata Company:

Gardening

The owners present discussed the current gardening arrangements. It was agreed that ESM Strata will obtain 3x quotations for gardening services at the complex on a six-weekly schedule. have agreed to act as site contacts for the contractors during the quoting process.

Once the quotations are received, they will be circulated to the Council of the Strata Company for review and to provide further instructions to ESM Strata.

By-laws – EV Charging and Use of Common Electricity:

The owners present discussed ongoing concerns regarding electric vehicle (EV) charging and the potential unauthorised use of common property electricity for personal purposes.

It was agreed that ESM Strata will obtain quotations for legal advice and the potential drafting or amendment of by-laws to address these issues within the Strata Complex.

12. Close of Meeting

The Chairperson closed the meeting at 7:15 PM.

Attendance

S/Plan 66636 17 Amherst Street, Fremantle 17 Amherst Street

Annual General Meeting

Generated at: 07/05/2025 07:21 pm

07/05/2025 06:00 pm

User:

Attendees

Lot	Unit	Name	Apologies	Voting Sheet
2	2		N	N
4	4		N	N
5	5		N	N
6	6		N	N
10	10		N	N
11	11		N	N

Non Attendees - Apologies or Voting Sheets Received

NIL

Quorum Achieved: Y

ESM Strata Pty Ltd

Approved Budget for Strata Company 66636

17 AMHERST STREET, FREMANTLE, 17 Amherst Street FREMANTLE

Prepared by ESM Strata Pty Ltd (ABN 30641043183)
PO Box 779 VICTORIA PARK WA 6979 Ph 9362 1166 Fax

Printed 07/05/2025 at 19:20:47 User=

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Aggregate Units of Entitlement (UOE) 1000	Approved Budget (01/04/2025-31/03/2026)	Adjustment	Current Year (01/04/2024-31/03/2025)			Last Year (01/04/2023-31/03/2024)		
			Budget	Actual	Variance	Budget	Actual	Variance
Administrative Fund- Contribution Schedule								
10 Yr Maintenance Plan	\$3,000.00		\$3,350.00	\$0.00	\$3,350.00	\$0.00	\$0.00	\$0.00
ATO Compliance	\$240.00		\$240.00	\$180.00	\$60.00	\$240.00	\$165.00	\$75.00
Additional Strata Mment Fees	\$200.00		\$150.00	\$258.50	\$-108.50	\$60.00	\$121.00	\$-61.00
By-Laws/Consolidation	\$0.00		\$2,500.00	\$1,035.30	\$1,464.70	\$0.00	\$0.00	\$0.00
Cleaning	\$4,000.00		\$4,000.00	\$3,750.00	\$250.00	\$4,000.00	\$3,600.00	\$400.00
Debt Collection - Expense	\$0.00		\$0.00	\$1,947.65	\$-1,947.65	\$0.00	\$291.00	\$-291.00
Electricity - Common	\$1,500.00		\$1,500.00	\$1,613.97	\$-113.97	\$2,000.00	\$1,036.13	\$963.87
Fire Protection Equipment	\$3,000.00		\$4,000.00	\$5,215.80	\$-1,215.80	\$2,500.00	\$3,956.94	\$-1,456.94
Income Tax Payment	\$0.00		\$0.00	\$0.00	\$0.00	\$25.00	\$0.00	\$25.00
Insurance	\$11,520.00		\$10,000.00	\$9,609.00	\$391.00	\$7,800.00	\$7,955.00	\$-155.00
Insurance Valuation Fees	\$550.00		\$660.00	\$0.00	\$660.00	\$600.00	\$0.00	\$600.00
Keys, Remotes & Common Seals	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$33.00	\$-33.00
M&R - Gardens & Lawns	\$3,500.00		\$3,500.00	\$4,719.52	\$-1,219.52	\$3,000.00	\$3,283.50	\$-283.50
M&R - General	\$6,000.00		\$10,000.00	\$3,739.41	\$6,260.59	\$9,500.00	\$13,122.02	\$-3,622.02
M&R - Roofing	\$2,500.00		\$2,000.00	\$2,447.50	\$-447.50	\$2,000.00	\$547.25	\$1,452.75
M&R - Security Gates/Doors	\$800.00		\$1,000.00	\$95.80	\$904.20	\$600.00	\$971.97	\$-371.97
Meeting Fees & Expenses	\$350.00		\$275.00	\$550.00	\$-275.00	\$275.00	\$275.00	\$0.00
Section 110(1) & Section 110(2) - Fee	\$0.00		\$0.00	\$616.00	\$-616.00	\$0.00	\$0.00	\$0.00
Strata Mment Fee	\$4,311.00		\$4,190.00	\$4,145.99	\$44.01	\$4,025.00	\$4,025.21	\$-0.21
Strata Title Information	\$0.00		\$0.00	\$50.00	\$-50.00	\$0.00	\$0.00	\$0.00
Water Consumption	\$700.00		\$1,500.00	\$670.32	\$829.68	\$1,600.00	\$1,164.28	\$435.72
TOTAL ADMIN FUND	\$42,171.00		\$48,865.00	\$40,644.76	\$8,220.24	\$38,225.00	\$40,547.30	\$-2,322.30
TOTAL ADMIN BUDGET	\$42,171.00		\$48,865.00			\$38,225.00		

ESM STRATA PTY LTD

OWNER TRANSACTION SUMMARY from 01/07/22 to 10/04/25

Contribution Schedule

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S/Plan: 66636
Lot#: 8 **Unit#:** 8
Owner Name:

Units of Entitlement: 72
Contribution Schedule: 72

Paid To: 31/03/25
Arrears: \$9.36
Interest: \$0.00
Total Due: \$9.36 as at 10/04/25

Levies(Continued)

Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
01/01/25	265	Standard Levy Contribution Schedule from 01/01/2025 to 31/03/2025 FULLY PAID	\$1,108.80	\$1,108.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$792.00	\$792.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$316.80	\$316.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
04/02/25	284	Charge for arrears notice dated 04/02/2025 FULLY PAID	\$22.00	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$22.00	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
05/03/25	285	Charge for final notice dated 05/03/2025 FULLY PAID	\$22.00	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Admin	\$22.00	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/04/25	266	Standard Levy Contribution Schedule from 01/04/2025 to 30/06/2025 OVERDUE	\$1,108.80	\$1,099.44	\$0.00	\$9.36	\$9.36	\$0.00	\$0.00
		Admin	\$792.00	\$792.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Reserve	\$316.80	\$307.44	\$0.00	\$9.36	\$9.36	\$0.00	\$0.00
Levy Totals for the Period 01/07/22 to 10/04/25			\$12,617.60	\$12,608.24	\$0.00	\$9.36	\$9.36	\$0.00	\$0.00

Receipts

Date	Reference	Details	Admin	Reserve	Total	Discount	Interest Paid	GST
11/07/22	142	Standard Levy Contribution Schedule for 01/04/2022 to 30/06/2022 Receipt; bpay-payment - DEFT Bpay 0000022357	\$648.00	\$316.80	\$964.80	\$0.00	\$28.20	\$0.00
11/07/22	143	Charge for final notice dated 07/07/2022 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
03/11/22	179	Standard Levy Contribution Schedule for 01/07/2022 to 30/09/2022 Receipt; bpay-payment - DEFT Bpay 0000022357	\$648.00	\$316.80	\$964.80	\$0.00	\$27.33	\$0.00
03/11/22	180	Standard Levy Contribution Schedule for 01/10/2022 to 31/12/2022 Receipt; bpay-payment - DEFT Bpay 0000022357	\$648.00	\$316.80	\$964.80	\$0.00	\$9.02	\$0.00
03/11/22	181	Charge for arrears notice dated 05/09/2022 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
03/11/22	182	Charge for final notice dated 02/11/2022 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00

ESM STRATA PTY LTD

OWNER TRANSACTION SUMMARY from 01/07/22 to 10/04/25

Contribution Schedule

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S/Plan: 66636
Lot#: 8 **Unit#:** 8
Owner Name:

Units of Entitlement: 72
Contribution Schedule: 72

Paid To: 31/03/25
Arrears: \$9.36
Interest: \$0.00
Total Due: \$9.36 as at 10/04/25

Receipts(Continued)

Date	Reference	Details	Admin	Reserve	Total	Discount	Interest Paid	GST
06/02/23	192	Standard Levy Contribution Schedule for 01/01/2023 to 31/03/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$648.00	\$316.80	\$964.80	\$0.00	\$10.47	\$0.00
06/02/23	193	Standard Levy Contribution Schedule for 01/04/2023 to 30/06/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
06/02/23	194	Charge for arrears notice dated 06/02/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
04/05/23	210	Standard Levy Contribution Schedule for 01/04/2023 to 30/06/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$626.00	\$316.80	\$942.80	\$0.00	\$9.10	\$0.00
04/05/23	211	Charge for arrears notice dated 03/05/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
08/08/23	224	Standard Levy Contribution Schedule for 01/07/2023 to 30/09/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$720.00	\$316.80	\$1,036.80	\$0.00	\$0.00	\$0.00
17/10/23	247	Standard Levy Contribution Schedule for 01/10/2023 to 31/12/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$720.00	\$311.80	\$1,031.80	\$0.00	\$5.00	\$0.00
15/01/24	266	Standard Levy Contribution Schedule for 01/10/2023 to 31/12/2023 Receipt; bpay-payment - DEFT Bpay 0000022357	\$0.00	\$5.00	\$5.00	\$0.00	\$0.12	\$0.00
15/01/24	267	Standard Levy Contribution Schedule for 01/01/2024 to 31/03/2024 Receipt; bpay-payment - DEFT Bpay 0000022357	\$720.00	\$316.80	\$1,036.80	\$0.00	\$0.00	\$0.00
05/04/24	282	Standard Levy Contribution Schedule for 01/04/2024 to 30/06/2024 Receipt; bpay-payment - DEFT Bpay 0000022357	\$720.00	\$316.80	\$1,036.80	\$0.00	\$0.00	\$0.00
01/08/24	300	Standard Levy Contribution Schedule for 01/07/2024 to 30/09/2024 Receipt; bpay-payment - DEFT Bpay 0000022357	\$792.00	\$316.80	\$1,108.80	\$0.00	\$0.00	\$0.00
07/11/24	331	Standard Levy Contribution Schedule for 01/10/2024 to 31/12/2024 Receipt; bpay-payment - DEFT Bpay 0000022357	\$792.00	\$316.80	\$1,108.80	\$0.00	\$12.03	\$0.00
07/11/24	332	Charge for arrears notice dated 06/11/2024 Receipt; bpay-payment - DEFT Bpay 0000022357	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
07/04/25	357	Standard Levy Contribution Schedule for 01/01/2025 to 31/03/2025 Receipt; bpay-payment - DEFT Bpay 0000022357	\$792.00	\$316.80	\$1,108.80	\$0.00	\$32.08	\$0.00
07/04/25	358	Standard Levy Contribution Schedule for 01/04/2025 to 30/06/2025 Receipt; bpay-payment - DEFT Bpay 0000022357	\$792.00	\$307.44	\$1,099.44	\$0.00	\$0.00	\$0.00

ESM STRATA PTY LTD
OWNER TRANSACTION SUMMARY from 01/07/22 to 10/04/25
Contribution Schedule

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S/Plan: 66636
Lot#: 8 **Unit#:** 8
Owner Name:

Units of Entitlement: 72
Contribution Schedule: 72

Paid To: 31/03/25
Arrears: \$9.36
Interest: \$0.00
Total Due: \$9.36 as at 10/04/25

Receipts(Continued)

Date	Reference	Details	Admin	Reserve	Total	Discount	Interest Paid	GST
07/04/25	359	Charge for arrears notice dated 04/02/2025	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000022357						
07/04/25	360	Charge for final notice dated 05/03/2025	\$22.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
		Receipt; bpay-payment - DEFT Bpay 0000022357						
Receipt Totals for the Period 01/07/22 to 10/04/25			\$9,464.00	\$4,109.04	\$13,573.04	\$0.00	\$133.35	\$0.00

05/08/2025

Lot 8



Re: Strata Company Levy Notice – 8 17 Amherst Street

Please find enclosed your current levy notice.

Please review the description and due date on the levy notice prior to making your payment.

Please disregard this reminder if any of the following apply:

- Your levy is already been pre-paid and is up to date.
- The attachment contains only a utility invoice (please contact the office if you have not received the original invoice).
- If you are paying by direct debit, and the amount due will be automatically paid with your next scheduled payment.

Thank you for your attention to this matter.

ESM Strata

For and On Behalf of the Owners of 17 Amherst Street, Fremantle

66636/8/05/08/2025

Tax Invoice

78 776 507 766

Date of Notice 05/08/2025

Levy Notice

The levy contribution for the Owners of Strata Plan 66636 is payable by the due date^.

^Reference Section 100 of the Strata Titles Act 1985.

**RE: The Owners of 17 Amherst Street, Fremantle Strata Scheme 66636
Lot 8, Unit 8, 17, Amherst Street, FREMANTLE**

Details	Admin Due	Reserve Due	Paid	Interest Paid	Interest Due	Due Date	Total Due
Standard Levy Contribution Schedule (01/07/25 - 30/09/25)	\$792.00	\$331.20	\$0.00	\$0.00	\$0.00	01/08/2025	\$1,123.20
						Total due: \$1,123.20	
No GST has been charged.							

Please make your payment into the Strata Company account using the payment methods listed below.

Section 100(4)(b) of the Strata Titles Act 1985 provides for Interest on unpaid levies to be charged at 11.00% p.a.

**** Visit www.esmstrata.com.au and update your details to receive your levy reminder via email ****



OFFICE USE ONLY

08 Aug 2024 14:08:57 Perth



SB Scheme By-laws

Lodged by:¹⁷ **Chalmers Legal Studio**
Address: **7/82 King Street, Perth WA 6000**
Phone Number: **9360 4100**
Email Address: **corporate@chalmerslegalstudio.com.au**
Reference Number: **47949T**
Issuing Box Number: **999L**

Instruct if any documents are to issue to other than Lodging Party

Prepared by: **Chalmers Legal Studio**
Address: **7/82 King Street, Perth WA 6000**
Phone Number: **9360 4100**
Email Address: **corporate@chalmerslegalstudio.com.au**
Reference Number: **47949T**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received:

10

Landgate Officer Initial:

NS

¹⁷ Lodging Party Name may differ from Applicant Name.
Version 1



2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

The Owners of 17 Amherst Street Fremantle WA Strata Scheme 66636

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: 7/08/2024

Signed for and on behalf of¹⁴ **The Owners of 17 Amherst Street Fremantle WA Strata Scheme 66636** in accordance with the *Strata Titles Act 1985* section 118(2):

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

Signature

Signature

Full Name

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

[Insert corporation clause here, if applicable]

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

Part 5 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant acknowledges that the following governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁶: **Not Applicable**

**By-law under planning
(scheme by-laws) condition⁷:** **Not Applicable**

Exclusive use by-laws⁸: **Not Applicable**
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: **Not Applicable**

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.



Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

Schedule 1 Governance By-laws 1 to 24 in Attachment 1

Conduct by-laws

Schedule 2 Conduct By-laws 1 to 14 in Attachment 1

Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the

☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Governance by-laws were made as detailed here.

[Insert Governance by-law(s) additions, amendments or repeal and their by-law number here]

☐ and / ☐ or⁵

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the

☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

☐ and / ☐ or⁵

By ordinary resolution passed on **20/06/2024** a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

Schedule 1 Governance By-law 24 as follows:

24. Financial Year

24.1 The financial year for the Strata Company is the period of 12 months ending on 31st of March

[Insert Governance by-law addition and by-law number here]

⁵ Select one.



Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: 66636

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ 17 Amherst Street Fremantle WA Strata Scheme 66636 (strata company); or

(b) For new schemes:

The owner(s)² _____ of land the subject of the plan described as³

Part 2 – Select Option

☐ **Option 1 – Voluntary Consolidation⁴**

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

In compliance with the *Strata Titles Act 1985* section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 180(2), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☐ **Option 2 – New Scheme**

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☒ **Option 3 – Application to Amend**

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

12.2.5.1 any noise which is disturbing to an extent which is unreasonable; or

12.2.5.2 damage to or loss of property or injury to any person.

12.2.6 A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under paragraph 12.2.5, will entitle the strata company to require the immediate removal of the animal from the Building.

13. STORAGE OF BICYCLES

13.1 A proprietor, occupier or other resident of a lot must not:

13.1.1 permit any bicycle to be stored in the common property other than in the bicycle storage facilities; and

13.1.2 permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the council from time to time.

14. INSTALLATION OF BBQ ON LOT

14.1 Unless a BBQ has already been constructed on a lot (including the installation of a gas connection point for the purposes of connection to a BBQ) prior to the registration of the strata plan, a proprietor, occupier or other resident of a lot must not install or permit to be installed on that person's lot a built in BBQ or a BBQ gas connection point, other than with the prior written consent of the strata company. A proprietor, occupier or other resident of a lot may however use a portable BBQ that is not attached to or installed on a lot.

12.2 Permitted animals

12.2.1 A proprietor, or occupier of a Residential Lot may keep without the consent of the strata company:

12.2.1.1 fish in an enclosed aquarium;

12.2.1.2 1 caged bird;

12.2.1.3 1 Small Dog; and

12.2.1.4 1 cat.

12.2.2 A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council before that proprietor or occupier keeps:

12.2.2.1 any other type of animal including a dog which is not a Small Dog; or

12.2.2.2 more than 1 dog or cat at the same time.

12.2.3 If a proprietor or occupier of a Residential Lot keeps an animal, then the proprietor or occupier:

12.2.3.1 must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's lot;

12.2.3.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's lot;

12.2.3.3 must ensure that, when in or on any other part of the common property, the animal is at all times held by the proprietor or occupier;

12.2.3.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or on the common property for:

12.2.3.4.1 any noise which is disturbing to an extent which is unreasonable;

12.2.3.4.2 for damage to or loss of property or injury to any person caused by the animal;

12.2.3.5 is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property; and

12.2.3.6 must ensure that the animal is not at any time kept on a balcony when the proprietor or occupier of a lot is not at home.

12.2.4 This by-law:

12.2.4.1 applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and

12.2.4.2 does not prevent the keeping of a dog used as a guide or hearing dog.

12.2.5 Without affecting the strata company's rights under the Strata Titles Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:

keeping with a high class residential development and has been approved by the council.

8. COMPLIANCE WITH EASEMENT

- 8.1 A proprietor must not do any act or thing which is contrary to or not in accordance with the provisions of any easements relating to the parcel.

9. STRATA COMPANY DETERMINATIONS

- 9.1 The strata company may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the common property of the strata scheme:

9.1.1 that commercial or business activities may be conducted on common property only during certain times; and

9.1.2 that facilities situated on the common property may be used only during certain times or on certain conditions,

and provided that the determination is otherwise in accordance with all requirements of all relevant authorities.

- 9.2 A proprietor or occupier of a lot must comply with a determination referred to in bylaw 9.1.

10. AIR-CONDITIONING AND SERVICES EQUIPMENT

Moved to Schedule 1 Governance By-law 23

11. ALARM SYSTEMS

- 11.1 A proprietor, occupier or other resident of a lot must not install, upgrade or cause to be installed or upgraded a security alarm system which has an audible alarm but is permitted to install a monitored (i.e. back to base) security system (without an audible alarm).

12. PETS

- 12.1 Definitions

In this by-law:

Building means the building the subject of the strata plan;

Excluded Dog means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) any dog prohibited from importation into Australia by the Commonwealth government; and
- (d) an unregistered or dangerous dog under the Dog Act 1976.

Small Dog means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilograms in weight; and
- (b) is not an Excluded Dog.

- 3.1.9 install opaque film to the glazing of windows visible from outside the lot; or
- 3.1.10 install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot.

4. DEFAULT

Moved to Schedule 1 Governance By-law 21

5. BY-LAWS RELATING TO THE COMMON PROPERTY

- 5.1 Except with the approval of the strata company, a proprietor, occupier or other resident of a lot must not damage any lawn, garden, flower, tree, shrub, plant, paths, machinery, or other structures or improvements forming part of the common property.
- 5.2 A proprietor, occupier, or other resident of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or resident of another lot or to any person lawfully using common property.
- 5.3 A proprietor, occupier or other resident of a lot must not:
 - 5.3.1 permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
 - 5.3.2 invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier;
 - 5.3.3 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
 - 5.3.4 use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
 - 5.3.5 use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order;
 - 5.3.6 use any part of the common property in breach of any rules prescribed by the strata company; or
 - 5.3.7 park or stand any motor or other vehicle upon any laneways that form part of the common property and follow any specified directions for travel in the laneways.
- 5.4 The council may make such rules and regulations and enter into such agreements as it from time to time thinks necessary or desirable in relation to the management, use, safety, cleanliness and maintenance of the common property.

6. COUNCIL BANK ACCOUNTS

Moved to Schedule 1 Governance By-law 22

7. AFFIXING OR ALTERING EXTERNAL SURFACE OF A LOT

- 7.1 Notwithstanding any other by-law, a proprietor of a lot must not install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot or make any alteration to, or install any structure on the common property unless it is of a standard in

SCHEDULE 2 CONDUCT BY-LAWS

1. USE AND MAINTENANCE OF LOT

Moved to Schedule 1 Governance By-law 19

2. ADDITIONS, ALTERATIONS AND CLEANLINESS OF LOT

Moved to Schedule 1 Governance By-law 20

3. EXTERNAL USE OF LOT

3.1 A proprietor, occupier or other resident of a lot must not:

- 3.1.1 without the prior written consent of the strata company, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the development or does not maintain the aesthetic standard of the development, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
- 3.1.2 without the prior written consent of the strata company, allow any tree, bush or plant growing on any portion of the lot to exceed 1.5 metres in height (measured from the floor level);
- 3.1.3 affix or attach on any balcony or any part of a lot or other parts of the building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property without the prior approval of the council;
- 3.1.4 hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- 3.1.5 display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, building or common property but nothing contained in this by-law must restrict the right of the original proprietors for the period of two (2) years following the registration of the Strata Plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such sign as the original proprietor sees fit;
- 3.1.6 carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel;
- 3.1.7 cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot;
- 3.1.8 install curtains or window treatments visible from outside the lot unless:
 - 3.1.8.1 the curtains or window treatments have white backing material;
 - 3.1.8.2 the combined window furnishings on clear glass are equal to or better than a shading co-efficient of 0.50 to ensure that heating/cooling systems work efficiently within the dwelling constructed on the lot; and
 - 3.1.8.3 the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing of window treatments - a proprietor, occupier or other resident of a lot must not affix window furnishings or brackets to window frames.

23.4 The proprietor or occupier of a lot acknowledges and agrees that:

23.4.1 the Air Conditioning Equipment and the Services Equipment may be visible from a lot or on common property; and

23.4.2 the council may in its absolute discretion determine the location and visibility of the Air Conditioning Equipment and the Services Equipment and whether suitable covers or screening is required in respect of the Conditioning Equipment and the Services Equipment.

24. FINANCIAL YEAR

24.1 The financial year for the Strata Company is the period of 12 months ending on 31st of March.

20.3 Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him. Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.

20.4 A proprietor of a lot must not make any changes to the floor coverings or floor space within the lot unless the proprietor ensures that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of impact noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot and otherwise complies with the relevant codes and building regulations relating to sound transmission applicable to the floors of the lot including, without limitation, ensuring that any changes to the floor coverings meet the equivalent acoustic insulation level in respect of the floor coverings installed in the lot by the developer (as certified by an acoustic consultant). If a proprietor of a lot re-installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturer's recommendations.

20.5 A proprietor or occupier of a lot must keep clean all exterior surfaces of glass, windows, balustrades and spandrels on the boundary of the lot, including so much as is common property, unless

21. DEFAULT

21.1 Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent jurisdiction.

22. COUNCIL BANK ACCOUNTS

22.1 The council may open such accounts in the name of the strata company in such bank or building society it thinks necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts. All cheques drawn on any bank account of the strata company must be signed by a member of the council.

23. AIR-CONDITIONING AND SERVICES EQUIPMENT

23.1 In this bylaw:

Air Conditioning Equipment means the plant and equipment that provides air conditioning to a lot including the fan, the condenser unit and all pipes, conduits, ducts and the like that relate to the system providing air conditioning to that lot; and

Services Equipment means all exhaust fans, equipment used to extract ventilation, hot water units, floor wastes, overflows and grease traps provided for the use of a lot which may be located either on common property or within the lot together with all associated pipes, conduits, ducts and the like.

23.2 Subject to bylaw 23.3, the proprietor or occupier of a lot is entitled to the exclusive use and enjoyment of the Air Conditioning Equipment and Services Equipment servicing that lot and the proprietor or occupier:

23.2.1 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair and the renewal and replacement of the Air Conditioning Equipment and the Services Equipment servicing that lot; and

23.2.2 must maintain the Air Conditioning Equipment and the Services Equipment servicing that lot to a standard, and if renewed or replaced of a type, as may be prescribed by the strata company from time to time.

23.3 The strata company is responsible for the repair, maintenance, service, alteration, adjustment or replacement of the condenser unit and any air conditioner, air conditioning unit, fixture, fitting, erection, machinery or equipment on or within or partly on or within, the common property, which services a number of lots.

common property must not:

- 19.2.1 do so without notifying the strata manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the strata manager for the day and time of the proposed move;
 - 19.2.2 do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the strata manager; or
 - 19.2.3 do so on a Saturday or a Sunday without paying the fee set by the strata company for the overtime attendance of the strata manager.
- 19.3 A proprietor, occupier or other resident in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
- 19.3.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the strata manager;
 - 19.3.2 permit any furniture or items to access or exit the building other than via the basement;
 - 19.3.3 permit any vehicles to restrict access to the car park;
 - 19.3.4 conduct operations so as to unduly restrict access of other residents to the lobbies or restrict access to fire escapes; or
 - 19.3.5 damage the common property.
- 19.4 A proprietor, occupier or other resident moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.
- 19.5 A proprietor, occupier or other resident of a lot which includes a balcony must:
- 19.5.1 only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
 - 19.5.2 not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
 - 19.5.3 permit the strata manager to inspect the balcony from time to time to ensure that the requirements of this bylaw 19.5 are being complied with.

20. ADDITIONS, ALTERATIONS AND CLEANLINESS OF LOT

- 20.1 A proprietor of a lot must not alter the structure of the lot except as may be permitted and provided for under the Strata Titles Act and the by-laws and in any event must not alter the structure of the lot without giving the strata company, not later than 28 days before commencement of the alteration, a written notice describing the proposed alteration
- 20.2 A proprietor, occupier or resident of a lot must not, except with the prior consent in writing of the strata company install any fixtures fittings erections machinery or equipment upon any portion of the lot that does not form part of the building and must not burn off or store any rubbish on it otherwise than as provided in these by-laws.

and maintain the Garden at the cost of the Owner of that lot.

17. PLANTER BOXES

17.1 An owner, occupier or other resident of a lot which contains a planter box, must maintain that planter box to a reasonable standard including, without limitation, ensuring that:

17.1.1 all plants are properly watered, weeded and cared for;

17.1.2 any plants that die are replaced with similar plants; and

17.1.3 plants are not overgrown.

17.2 If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 17.1, the strata company may enter the lot and maintain the planter box at the cost of the owner of that lot.

18. LEGAL COSTS

18.1 A proprietor of a lot must pay on demand to the strata company all legal costs on a solicitor-client basis which the strata company pays, incurs or expends in consequence of any default by the proprietor, occupier or other resident of that lot in the performance or observance of any bylaws including, but not limited to, recovery of strata company contribution fees.

19. USE AND MAINTENANCE OF LOT

19.1 A proprietor, occupier or other resident must not:

19.1.1 other than in accordance with these bylaws, use the lot that the person owns, occupies or resides in for the purpose of conducting or carrying on any kind of business without the prior written consent of the strata company which may be withheld in the complete discretion of the strata company and otherwise in accordance with all requirements of all relevant authorities;

19.1.2 use the lot that the person owns, occupies or resides in or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the building;

19.1.3 make undue noises or smells in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of the lot, it being acknowledged by all proprietors that the predominant use of the development of which the lot forms part is residential;

19.1.4 park or stand any motor or other vehicle on common property or permit any invitees of the proprietor or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the strata company or unless provided for in the bylaws;

19.1.5 use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle;

19.1.6 hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage; or

19.1.7 store upon the lot, or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

19.2 A proprietor, occupier or other resident intending to move any furniture, large object or deliveries to or from a lot or through or on

by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that lot:

- 12.2.1 gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
 - 12.2.2 accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
 - 12.2.3 causes as little disruption and inconvenience as is possible in the circumstances.
- 12.3 The proprietor, occupier or other resident of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.
- 12.4 The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:
- 12.4.1 gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access;
 - 12.4.2 accesses the Plant and Equipment at a reasonable time; and
 - 12.4.3 causes as little disruption and inconvenience as is possible in the circumstances.

13. PETS

Moved to Schedule 2 Conduct By-law 12

14. STORAGE OF BICYCLES

Moved to Schedule 2 Conduct By-law 13

15. INSTALLATION OF BBQ ON LOT

Moved to Schedule 2 Conduct By-law 14

16. MAINTENANCE OF GARDEN AND LANDSCAPED AREA ON A LOT

- 16.1 In this bylaw, Garden means a garden or landscaped area on a lot.
- 16.2 An owner, occupier or other resident of a lot that contains a Garden must maintain that Garden to a reasonable standard, including without limitation, ensuring that:
- 16.2.1 the landscaping theme of the Garden and plants used in the Garden are generally consistent with the landscaping in the common property;
 - 16.2.2 the Garden is properly watered, weeded and cared for;
 - 16.2.3 any plants that die are replaced with similar plants; and
 - 16.2.4 plants are not overgrown.
- 16.3 If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 16.2, the Strata Company may enter the lot

10. MAINTENANCE OF LAWNS AND GARDENS

- 10.1 The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas whether at ground level or not outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the proprietor's failure to maintain that proprietor's lot in accordance with by-law 1.1.2.
- 10.2 The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 10.1.

11. STRATA CONTRIBUTIONS - ADMINISTRATIVE EXPENSES AND RESERVE FUND

- 11.1 As provided in section 36 of the Strata Titles Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
- 11.1.1 in proportion to the unit entitlement of their respective lots; or
 - 11.1.2 in any other manner permitted under the by-laws and the Act from time to time.
- 11.2 The council may raise the contributions levied by the strata company pursuant to section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:
- 11.2.1 separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular lots as reasonably determined by the council or the manager appointed by the strata company; and
 - 11.2.2 the amount levied by the strata company for the control, repair and management of those areas, plant or equipment is apportioned between those lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those lots bears to the total unit entitlements for all of those lots.
- 11.3 The council must:
- 11.3.1 establish a reserve fund in accordance with section 36(2) of the Act;
 - 11.3.2 determine the amount to be raised for the reserve fund being not less than 0.075% of the insured value of the building per annum; and
 - 11.3.3 raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors in proportion to the unit entitlement of their respective lots.

12. ACCESS OVER LOTS FOR MAINTENANCE OF PLANT AND EQUIPMENT

- 12.1 In this bylaw:

Plant and Equipment means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment

Plant and Equipment Lot means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.

- 12.2 The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced

- 7.2 The council may:
- 7.2.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - 7.2.2 employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
 - 7.2.3 subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 7.3 A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- 7.4 An owner of a lot or individual may be appointed under sub-bylaw 7.3 whether or not that person is a member of the council.
- 7.5 If a person appointed under sub-bylaw 7.3 is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

8. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

- 8.1 The powers and duties of the secretary of a strata company include:
- 8.1.1 the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
 - 8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
 - 8.1.3 the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
 - 8.1.4 the answering of communications addressed to the strata company; and
 - 8.1.5 the calling of nominations of candidates for election as members of the council; and
 - 8.1.6 subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

9. POWERS AND DUTIES OF TREASURER OF STRATA COMPANY

- 9.1 The powers and duties of the treasurer of a strata company include —
- 9.1.1 the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
 - 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
 - 9.1.3 the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
 - 9.1.4 the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

4.1.9.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

4.1.10 While the original proprietor remains the proprietor of a lot, the original proprietor is entitled to be a member of the council. If the original proprietor nominates itself as a candidate for election to the council, the original proprietor will become a member of the council without the requirement for the original proprietor to be elected as a member of the council. If the original proprietor is appointed at the first annual general meeting of the Strata Company as the sole member of council, the original proprietor will remain as the sole member of council until further members of council are appointed at a general meeting of the Strata Company.

5. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL

5.1 The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.

5.2 A person:

5.2.1 must not be appointed to an office referred to in sub-bylaw 5.1 unless the person is a member of the council; and

5.2.2 may be appointed to 1 or more of those offices.

5.3 A person appointed to an office referred to in sub-bylaw 5.1 holds office until the first of the following events happens:

5.3.1 the person ceases to be a member of the council under by-law 3.7;

5.3.2 receipt by the strata company of a written notice of the person's resignation from that office;

5.3.3 another person is appointed by the council to hold that office.

5.4 The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw 5.1, other than a vacancy arising under by-law 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

5.5 The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

6. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

6.1 Subject to sub-bylaw 6.2, the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

6.2 A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

6.3 A person appointed under sub-bylaw 6.2 may act until the end of the meeting for which the person was appointed to act.

7. MEETINGS OF COUNCIL

7.1 At meetings of the council, all matters must be determined by a simple majority vote.

- 4.1.1 The meeting must determine, in accordance with the requirements of by-law 3.3 the number of persons of whom the council is to consist.
- 4.1.2 The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- 4.1.3 A nomination is ineffective unless supported by the consent of the nominee to the nomination, given:
 - 4.1.3.1 in writing, and furnished to the chairperson at the meeting; or
 - 4.1.3.2 orally by a nominee who is present at the meeting in person or by proxy.
- 4.1.4 When no further nominations are forthcoming, the chairperson:
 - 4.1.4.1 if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3.3, must declare those candidates to be elected as members of the council;
 - 4.1.4.2 if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- 4.1.5 If a ballot is to be held, the chairperson must:
 - 4.1.5.1 announce the names of the candidates; and
 - 4.1.5.2 cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- 4.1.6 A person who is entitled to vote must complete a valid ballot form by:
 - 4.1.6.1 writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - 4.1.6.2 indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - 4.1.6.3 signing the ballot form; and
 - 4.1.6.4 returning it to the chairperson.
- 4.1.7 The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- 4.1.8 Subject to sub-bylaw 4.1.9, candidates, being equal in number to the number of members of the council determined in accordance with by-law 3.3, who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- 4.1.9 If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw 4.1.8 and:
 - 4.1.9.1 that number equals the number of votes recorded in favour of any other candidate; and

- 3.3 Subject to by-law 4.1.10, where there are not more than 3 proprietors the council will consist of all proprietors and where there are more than 3 proprietors the council will consist of not less than 3 nor more than 5 proprietors as is determined by the Strata Company.
- 3.4 If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- 3.5 If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- 3.6 Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- 3.7 A member of the council vacates office as a member of the council:
- 3.7.1 if the member dies or ceases to be an owner or co-owner of a lot; or
 - 3.7.2 on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - 3.7.3 at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - 3.7.4 in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - 3.7.5 if the member is removed from office under sub-bylaw 3.6; or
 - 3.7.6 if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- 3.8 The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- 3.9 Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- 3.10 The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- 3.11 All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

4. ELECTION OF COUNCIL AT GENERAL MEETING

- 4.1 The procedure for nomination and election of members of a council must be in accordance with the following rules:

SCHEDULE 1 GOVERNANCE BY-LAWS

1. DUTIES OF OWNER

1.1 The owner of a lot must:

- 1.1.1 immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
- 1.1.2 maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

1.2 The owner of a lot must:

- 1.2.1 notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
- 1.2.2 if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2. POWER OF STRATA COMPANY REGARDING SUBMETERS

- 2.1 If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub by-law 2.3, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- 2.2 The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- 2.3 If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- 2.4 If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

3. CONSTITUTION OF COUNCIL

- 3.1 The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- 3.2 Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

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ATTACHMENT 1 TO SCHEME BY-LAWS – APPLICATION TO AMEND

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OFFICE USE ONLY

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08 Aug 2024 14:08:57 Perth



SB Scheme By-laws

Lodged by:¹⁷ **Chalmers Legal Studio**
Address: **7/82 King Street, Perth WA 6000**
Phone Number: **9360 4100**
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Reference Number: **47949T**
Issuing Box Number: **999L**

Instruct if any documents are to issue to other than Lodging Party

Prepared by: **Chalmers Legal Studio**
Address: **7/82 King Street, Perth WA 6000**
Phone Number: **9360 4100**
Email Address: **corporate@chalmerslegalstudio.com.au**
Reference Number: **47949T**

Titles, Leases, Evidence, Declarations etc. lodged herewith

1. _____
2. _____
3. _____
4. _____
5. _____

OFFICE USE ONLY

Landgate Officer

Number of Items Received:

10

Landgate Officer Initial:

NS

¹⁷ Lodging Party Name may differ from Applicant Name.



2. For existing schemes, strata company to execute here:

Common Seal¹³

Date of Execution: _____

The common seal of¹⁴

The Owners of 17 Amherst Street Fremantle WA Strata Scheme 66636

is fixed to this document in accordance with the *Strata Titles Act 1985* section 118(1) in the presence of:

[AFFIX COMMON SEAL HERE]

Member of Council¹⁵:

Member of Council¹⁵:

Signature

Signature

Full Name

Full Name

OR

Not executed under Common Seal¹³

Date of Execution: 7/08/2024

Signed for and on behalf of¹⁴ **The Owners of 17 Amherst Street Fremantle WA Strata Scheme 66636** in accordance with the *Strata Titles Act 1985* section 118(2):

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

☒ Member of Council / ☐ Strata Manager of strata company¹⁶:

Signature

Signature

Full Name

Full Name

¹³ See SIG-14 for execution of documents by a strata company.

¹⁴ Insert the name of the strata company (i.e. The Owners of + scheme name + scheme type + scheme number), e.g. The Owners of Pretty Ponds Survey-Strata Scheme 12345.

¹⁵ The common seal must be witnessed by 2 members of council.

¹⁶ Select whichever is applicable.



Part 7 – Execution

1. For new schemes, owners to sign here:

Date of Execution: _____

(To be signed by each Applicant)

[Insert corporation clause here, if applicable]

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Signature

Full Name

In the presence of:

Witness Signature

Full Name

Address

Occupation

Part 6 – Accompanying documents

[Select those documents to be lodged as evidence]

- ☐ **Consent Statement – Designated Interest¹¹ Holders for making / amendment / repeal of staged subdivision by-laws**
- ☐ Written consent of owner of each lot granted exclusive use (owners of special lots)
- ☐ Written consent of Western Australian Planning Commission (WAPC) or Local Government (as relevant) to amendment or repeal of any by-laws created in relation to a planning (scheme by-laws) condition
- ☐ **Consent of the Owner of the Leasehold Scheme¹² to leasehold by-laws or staged subdivision by-laws**
- ☐ Approval of WAPC to making, amendment or repeal of leasehold by-laws providing for postponement of the expiry day for the scheme

¹¹ Refer to section 3(1) of the *Strata Titles Act 1985* for the meaning of designated interest.

¹² Owner of the leasehold scheme has the meaning in section 3(1) of the *Strata Titles Act 1985*.

Please note: As stated in the *Strata Titles Act 1985* (Act) section 59 the Registrar of Titles is not obliged to examine scheme by-laws lodged for registration for compliance with the Act, it must not be presumed that because the Registrar of Titles has registered scheme by-laws, the by-laws are valid or enforceable and the State does not guarantee the validity or enforceability of scheme by-laws.

Part 5 – By-laws of significance

[Please complete Parts 5 and 6 if making, amending or repealing a governance by-law of the kind described in Part 5 and ensure that relevant consents/approvals accompany the Scheme by-laws form]

The Applicant acknowledges that the following governance by-laws need consent from a party other than the strata company if they are to be made, amended or repealed. For more information about who these parties are, refer to the *Strata Titles Act 1985* and the *Strata Titles (General) Regulations 2019*:

By-law number(s)

Staged subdivision by-laws⁶: **Not Applicable**

**By-law under planning
(scheme by-laws) condition⁷:** **Not Applicable**

Exclusive use by-laws⁸: **Not Applicable**
(existing and new)

Western Australian Planning
Commission (WAPC) approval
number (if applicable)⁹:

Leasehold by-laws¹⁰: **Not Applicable**

⁶ Refer *Strata Titles Act 1985* section 42.

⁷ Refer *Strata Titles Act 1985* section 22.

⁸ Refer *Strata Titles Act 1985* section 43.

⁹ Refer *Strata Titles Act 1985* section 20. Will not be applicable for schemes registered prior to 1/5/2020.

¹⁰ Refer *Strata Titles Act 1985* section 40. Will not be applicable for schemes registered prior to 1/5/2020.

Part 4 – Consolidated set of by-laws

[In this part provide the full text of the current set of scheme by-laws for the scheme classified as governance or conduct and with the relevant by-law number]

The strata company certifies that the consolidated set of by-laws set out below is the current full set of by-laws for the scheme with the scheme number specified on page 1.

Governance by-laws

Schedule 1 Governance By-laws 1 to 24 in Attachment 1

Conduct by-laws

Schedule 2 Conduct By-laws 1 to 14 in Attachment 1

Regulations 2019 regulation 56 and 180(1) apply to the by-laws of the strata company, the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by amending the scheme by-laws at Part 3 and including a consolidated set of scheme by-laws at Part 4.

Part 3 – Application to Amend

[In this part specify additions, amendments and repeals of by-laws]

The Applicant certifies that:

By resolution without dissent, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the

☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Governance by-laws were made as detailed here.

[Insert Governance by-law(s) additions, amendments or repeal and their by-law number here]

☐ and / ☐ or⁵

By special resolution, the voting period for which opened on _____ and closed on _____ (and which must be registered within 3 months after the closing date) the

☐ additions/ ☐ amendments/ ☐ repeal⁵ to the Conduct by-laws were made as detailed here.

[Insert Conduct by-law(s) additions, amendments or repeal and their by-law number here]

☐ and / ☐ or⁵

By ordinary resolution passed on **20/06/2024** a by-law specifying a period of 12 months ending on a different date to 30 June was made as detailed here and taken to be a governance by-law in accordance with Strata Titles (General) Regulations 2019 regulation 175(4).

Schedule 1 Governance By-law 24 as follows:

24. Financial Year

24.1 The financial year for the Strata Company is the period of 12 months ending on 31st of March

[Insert Governance by-law addition and by-law number here]

⁵ Select one.



Scheme By-laws

Strata Titles Act 1985 (STA)

Part 4 Division 4

Scheme Number: 66636

Part 1 – Applicant

(a) For existing schemes:

The Owners of¹ 17 Amherst Street Fremantle WA Strata Scheme 66636 (strata company); or

(b) For new schemes:

The owner(s)² _____ of land the subject of the plan described as³

Part 2 – Select Option

☐ **Option 1 – Voluntary Consolidation⁴**

[This option is to be selected by schemes registered prior to 1/5/2020 that choose to lodge a consolidated set of by-laws updated solely to take account of changes to by-laws made by *Strata Titles Act 1985* Schedule 5 clause 4]

In compliance with the *Strata Titles Act 1985* section 56 and Schedule 5 clause 4 and the *Strata Titles (General) Regulations 2019* regulation 180(2), the Applicant applies to the Registrar of Titles for registration of an amendment to the strata titles scheme by registration of a consolidated set of scheme by-laws at Part 4.

☐ **Option 2 – New Scheme**

[This option is to be selected if this form is being lodged together with the **Application to register strata titles scheme** and the governance by-laws in Schedule 1 and conduct by-laws in Schedule 2 of the *Strata Titles Act 1985* are being added to, amended or repealed.]

The Applicant applies to the Registrar of Titles to have the consolidated set of scheme by-laws as set out in Part 4 registered with the **Application to register strata titles scheme** in respect of the above land.

☒ **Option 3 – Application to Amend**

[This option is to be selected by schemes registered under the *Strata Titles Act 1985* that are making additions, amendments or repeals to the existing scheme by-laws.]

In compliance with the *Strata Titles Act 1985* section 56 and *Strata Titles (General) Regulations 2019* regulation 56 and if *Strata Titles Act 1985* Schedule 5 clause 4 and the *Strata Titles (General)*

¹ To be completed as "[scheme name + scheme type + scheme number]" under s.14(2) of the Act, e.g. Pretty Ponds Survey-Strata Scheme 12345.

² Insert the full name(s) of the owners of land the subject of the plan as shown on the certificate of title.

³ Insert the description of parcel, e.g. Lot 1 on Deposited Plan 12345.

⁴ No resolution is required for by-law changes set out in the *Strata Titles Act 1985* Schedule 5 clause 4 and renumbering consequential on those changes.

12.2.5.1 any noise which is disturbing to an extent which is unreasonable; or

12.2.5.2 damage to or loss of property or injury to any person.

12.2.6 A further breach under this by-law after notice has been served on a proprietor or occupier of a lot under paragraph 12.2.5, will entitle the strata company to require the immediate removal of the animal from the Building.

13. STORAGE OF BICYCLES

13.1 A proprietor, occupier or other resident of a lot must not:

13.1.1 permit any bicycle to be stored in the common property other than in the bicycle storage facilities; and

13.1.2 permit any bicycle to be brought into any part of the common property including the foyer, stairwells, hallways, garden areas, walkways, balcony or other parts of the common property as may be designated by the council from time to time.

14. INSTALLATION OF BBQ ON LOT

14.1 Unless a BBQ has already been constructed on a lot (including the installation of a gas connection point for the purposes of connection to a BBQ) prior to the registration of the strata plan, a proprietor, occupier or other resident of a lot must not install or permit to be installed on that person's lot a built in BBQ or a BBQ gas connection point, other than with the prior written consent of the strata company. A proprietor, occupier or other resident of a lot may however use a portable BBQ that is not attached to or installed on a lot.

12.2 Permitted animals

12.2.1 A proprietor, or occupier of a Residential Lot may keep without the consent of the strata company:

12.2.1.1 fish in an enclosed aquarium;

12.2.1.2 1 caged bird;

12.2.1.3 1 Small Dog; and

12.2.1.4 1 cat.

12.2.2 A proprietor or occupier of a Residential Lot must obtain the prior written consent of the council before that proprietor or occupier keeps:

12.2.2.1 any other type of animal including a dog which is not a Small Dog; or

12.2.2.2 more than 1 dog or cat at the same time.

12.2.3 If a proprietor or occupier of a Residential Lot keeps an animal, then the proprietor or occupier:

12.2.3.1 must ensure that the animal is at all times kept under control and within the confines of that proprietor's or occupier's lot;

12.2.3.2 must ensure that the animal is not at any time within the common property except for the purpose of access to and from the proprietor's or occupier's lot;

12.2.3.3 must ensure that, when in or on any other part of the common property, the animal is at all times held by the proprietor or occupier;

12.2.3.4 is liable to the proprietors and occupiers and each other person lawfully in the Building or on the common property for:

12.2.3.4.1 any noise which is disturbing to an extent which is unreasonable;

12.2.3.4.2 for damage to or loss of property or injury to any person caused by the animal;

12.2.3.5 is responsible for cleaning up after the animal has used any part of another lot or any other part of the common property; and

12.2.3.6 must ensure that the animal is not at any time kept on a balcony when the proprietor or occupier of a lot is not at home.

12.2.4 This by-law:

12.2.4.1 applies to any person in a lot or on common property with the express or implied consent of the proprietor or occupier of that lot; and

12.2.4.2 does not prevent the keeping of a dog used as a guide or hearing dog.

12.2.5 Without affecting the strata company's rights under the Strata Titles Act, the strata company may issue a notice cautioning the proprietor or occupier of a lot in respect of a breach of any of the provisions of this by-law including (without limitation) where a proprietor's or occupier's animal causes or is causing:

keeping with a high class residential development and has been approved by the council.

8. COMPLIANCE WITH EASEMENT

- 8.1 A proprietor must not do any act or thing which is contrary to or not in accordance with the provisions of any easements relating to the parcel.

9. STRATA COMPANY DETERMINATIONS

- 9.1 The strata company may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the common property of the strata scheme:

9.1.1 that commercial or business activities may be conducted on common property only during certain times; and

9.1.2 that facilities situated on the common property may be used only during certain times or on certain conditions,

and provided that the determination is otherwise in accordance with all requirements of all relevant authorities.

- 9.2 A proprietor or occupier of a lot must comply with a determination referred to in bylaw 9.1.

10. AIR-CONDITIONING AND SERVICES EQUIPMENT

Moved to Schedule 1 Governance By-law 23

11. ALARM SYSTEMS

- 11.1 A proprietor, occupier or other resident of a lot must not install, upgrade or cause to be installed or upgraded a security alarm system which has an audible alarm but is permitted to install a monitored (i.e. back to base) security system (without an audible alarm).

12. PETS

- 12.1 Definitions

In this by-law:

Building means the building the subject of the strata plan;

Excluded Dog means:

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) any dog prohibited from importation into Australia by the Commonwealth government; and
- (d) an unregistered or dangerous dog under the Dog Act 1976.

Small Dog means any breed of dog which:

- (a) at its full grown size does not exceed 10 kilograms in weight; and
- (b) is not an Excluded Dog.

- 3.1.9 install opaque film to the glazing of windows visible from outside the lot; or
- 3.1.10 install flyscreens, security screens or security doors which are not in keeping with the design and colour of the existing window and door frames to the lot.

4. DEFAULT

Moved to Schedule 1 Governance By-law 21

5. BY-LAWS RELATING TO THE COMMON PROPERTY

- 5.1 Except with the approval of the strata company, a proprietor, occupier or other resident of a lot must not damage any lawn, garden, flower, tree, shrub, plant, paths, machinery, or other structures or improvements forming part of the common property.
- 5.2 A proprietor, occupier, or other resident of a lot must be adequately clothed when upon common property and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or resident of another lot or to any person lawfully using common property.
- 5.3 A proprietor, occupier or other resident of a lot must not:
 - 5.3.1 permit any child of whom the person has control to play upon common property unless accompanied by an adult exercising effective control;
 - 5.3.2 invite, cause or allow persons not residing in any of the lots to use the common property or facilities unless they are in the company of or supervised by a proprietor or occupier;
 - 5.3.3 deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor, occupier or other resident of another lot or of any person lawfully using the common property;
 - 5.3.4 use any part of the common property for any purpose which may be a breach of any municipal, semi-governmental law, by-law, ordinance or regulation;
 - 5.3.5 use any part of the common property for any purpose which may be unclean or other than a high standard of cleanliness and order;
 - 5.3.6 use any part of the common property in breach of any rules prescribed by the strata company; or
 - 5.3.7 park or stand any motor or other vehicle upon any laneways that form part of the common property and follow any specified directions for travel in the laneways.
- 5.4 The council may make such rules and regulations and enter into such agreements as it from time to time thinks necessary or desirable in relation to the management, use, safety, cleanliness and maintenance of the common property.

6. COUNCIL BANK ACCOUNTS

Moved to Schedule 1 Governance By-law 22

7. AFFIXING OR ALTERING EXTERNAL SURFACE OF A LOT

- 7.1 Notwithstanding any other by-law, a proprietor of a lot must not install or affix any structure, improvement or object to a balcony or an external wall or surface of a lot or make any alteration to, or install any structure on the common property unless it is of a standard in

SCHEDULE 2 CONDUCT BY-LAWS

1. USE AND MAINTENANCE OF LOT

Moved to Schedule 1 Governance By-law 19

2. ADDITIONS, ALTERATIONS AND CLEANLINESS OF LOT

Moved to Schedule 1 Governance By-law 20

3. EXTERNAL USE OF LOT

3.1 A proprietor, occupier or other resident of a lot must not:

- 3.1.1 without the prior written consent of the strata company, maintain within the lot anything visible from outside the lot that viewed from outside the lot, is not in keeping with the rest of the development or does not maintain the aesthetic standard of the development, or in the case of any portion of the lot that does not form part of the building, is not in keeping with portions of other lots that do not form part of the building;
- 3.1.2 without the prior written consent of the strata company, allow any tree, bush or plant growing on any portion of the lot to exceed 1.5 metres in height (measured from the floor level);
- 3.1.3 affix or attach on any balcony or any part of a lot or other parts of the building or common property any television antenna, radio aerial, television aerial, satellite dish, structure, air conditioning unit or installation visible from any point exterior to that lot or common property without the prior approval of the council;
- 3.1.4 hang or display or allow to be hung or displayed on or from windows, or other parts of the building laundry, washing, clothing, bedding or other materials or articles if it or they would be visible from outside that lot;
- 3.1.5 display any sign, advertisement, placard, banner, poster, pamphlet or like matter on any part of his lot or any other lot or on any part of the common property in such a way as to be visible from outside the lot, building or common property but nothing contained in this by-law must restrict the right of the original proprietors for the period of two (2) years following the registration of the Strata Plan (which right is hereby expressly conferred) to display on any part of any lot or any part of the common property such sign as the original proprietor sees fit;
- 3.1.6 carry out, or allow to be carried out, on the lot or any part of the common property any mechanical, electrical or structural repairs, alterations or maintenance to any motor vehicle, boat or other like vessel;
- 3.1.7 cause or allow any oil, grease, lubricant, petroleum or other like substance to be spilled, leaked or otherwise discharged on any part of the common property, or any part of the lot which would be visible from any point exterior to the lot;
- 3.1.8 install curtains or window treatments visible from outside the lot unless:
 - 3.1.8.1 the curtains or window treatments have white backing material;
 - 3.1.8.2 the combined window furnishings on clear glass are equal to or better than a shading co-efficient of 0.50 to ensure that heating/cooling systems work efficiently within the dwelling constructed on the lot; and
 - 3.1.8.3 the curtains or window treatments are affixed to the pelmets or bulkheads adjacent to the window, which allow for the affixing of window treatments - a proprietor, occupier or other resident of a lot must not affix window furnishings or brackets to window frames.

23.4 The proprietor or occupier of a lot acknowledges and agrees that:

23.4.1 the Air Conditioning Equipment and the Services Equipment may be visible from a lot or on common property; and

23.4.2 the council may in its absolute discretion determine the location and visibility of the Air Conditioning Equipment and the Services Equipment and whether suitable covers or screening is required in respect of the Conditioning Equipment and the Services Equipment.

24. FINANCIAL YEAR

24.1 The financial year for the Strata Company is the period of 12 months ending on 31st of March.

20.3 Upon written direction by the council, a proprietor or occupier must remove, rectify or make good any unauthorised or dangerous alterations, fixtures or works upon his lot or common property occupied or used by him. Upon default by the proprietor or occupier, the council by its agents or contractors may enter upon the common property to remove, rectify or make good such things and the strata company may recover the cost thereof from the proprietor or occupier as a liquidated sum in any court of competent jurisdiction.

20.4 A proprietor of a lot must not make any changes to the floor coverings or floor space within the lot unless the proprietor ensures that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of impact noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot and otherwise complies with the relevant codes and building regulations relating to sound transmission applicable to the floors of the lot including, without limitation, ensuring that any changes to the floor coverings meet the equivalent acoustic insulation level in respect of the floor coverings installed in the lot by the developer (as certified by an acoustic consultant). If a proprietor of a lot re-installs hard flooring, the flooring must be isolated from walls and installed in accordance with the manufacturer's recommendations.

20.5 A proprietor or occupier of a lot must keep clean all exterior surfaces of glass, windows, balustrades and spandrels on the boundary of the lot, including so much as is common property, unless

21. DEFAULT

21.1 Upon default by the proprietor, occupier or other resident, the council by its agents or contractors may enter upon the common property or the lot to remove, rectify or make good such things and the strata company may recover the incidental costs from the proprietor or occupier as a liquidated sum in any Court of competent jurisdiction.

22. COUNCIL BANK ACCOUNTS

22.1 The council may open such accounts in the name of the strata company in such bank or building society it thinks necessary for the purpose of the strata company and must promptly cause all monies of the strata company to be deposited in that account or accounts. All cheques drawn on any bank account of the strata company must be signed by a member of the council.

23. AIR-CONDITIONING AND SERVICES EQUIPMENT

23.1 In this bylaw:

Air Conditioning Equipment means the plant and equipment that provides air conditioning to a lot including the fan, the condenser unit and all pipes, conduits, ducts and the like that relate to the system providing air conditioning to that lot; and

Services Equipment means all exhaust fans, equipment used to extract ventilation, hot water units, floor wastes, overflows and grease traps provided for the use of a lot which may be located either on common property or within the lot together with all associated pipes, conduits, ducts and the like.

23.2 Subject to bylaw 23.3, the proprietor or occupier of a lot is entitled to the exclusive use and enjoyment of the Air Conditioning Equipment and Services Equipment servicing that lot and the proprietor or occupier:

23.2.1 is responsible for the proper maintenance of and keeping in a state of good and serviceable repair and the renewal and replacement of the Air Conditioning Equipment and the Services Equipment servicing that lot; and

23.2.2 must maintain the Air Conditioning Equipment and the Services Equipment servicing that lot to a standard, and if renewed or replaced of a type, as may be prescribed by the strata company from time to time.

23.3 The strata company is responsible for the repair, maintenance, service, alteration, adjustment or replacement of the condenser unit and any air conditioner, air conditioning unit, fixture, fitting, erection, machinery or equipment on or within or partly on or within, the common property, which services a number of lots.

common property must not:

- 19.2.1 do so without notifying the strata manager appointed by the strata company at least 48 hours prior to the proposed move giving details of what will be delivered, when and how it will be delivered and how long the delivery will take and without receiving approval from the strata manager for the day and time of the proposed move;
 - 19.2.2 do so on a day or time otherwise than between 8.00am and 5.00pm on Monday to Friday, unless approved by the strata manager; or
 - 19.2.3 do so on a Saturday or a Sunday without paying the fee set by the strata company for the overtime attendance of the strata manager.
- 19.3 A proprietor, occupier or other resident in moving any furniture, large object or deliveries to or from a lot or through or on common property must not:
- 19.3.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the strata manager;
 - 19.3.2 permit any furniture or items to access or exit the building other than via the basement;
 - 19.3.3 permit any vehicles to restrict access to the car park;
 - 19.3.4 conduct operations so as to unduly restrict access of other residents to the lobbies or restrict access to fire escapes; or
 - 19.3.5 damage the common property.
- 19.4 A proprietor, occupier or other resident moving any furniture, large object or deliveries to or from a lot or through or on common property will be liable to the strata company for any damage caused to the property in doing so and if any amount to be paid by an occupier or resident moving in or out is not paid within 14 days of the date of moving (and that occupier or resident is not the proprietor of the lot), then the strata company may recover the amount owed from the proprietor of the lot.
- 19.5 A proprietor, occupier or other resident of a lot which includes a balcony must:
- 19.5.1 only use the balcony for uses reasonably envisaged for the quiet enjoyment of the balcony and the placement of outdoor furniture settings, a portable gas or electric barbeque, pot plants and similar items;
 - 19.5.2 not use the balcony for the general storage of any items and, in particular, flammable items (except a gas bottle used for barbeques);
 - 19.5.3 permit the strata manager to inspect the balcony from time to time to ensure that the requirements of this bylaw 19.5 are being complied with.

20. ADDITIONS, ALTERATIONS AND CLEANLINESS OF LOT

- 20.1 A proprietor of a lot must not alter the structure of the lot except as may be permitted and provided for under the Strata Titles Act and the by-laws and in any event must not alter the structure of the lot without giving the strata company, not later than 28 days before commencement of the alteration, a written notice describing the proposed alteration
- 20.2 A proprietor, occupier or resident of a lot must not, except with the prior consent in writing of the strata company install any fixtures fittings erections machinery or equipment upon any portion of the lot that does not form part of the building and must not burn off or store any rubbish on it otherwise than as provided in these by-laws.

and maintain the Garden at the cost of the Owner of that lot.

17. PLANTER BOXES

17.1 An owner, occupier or other resident of a lot which contains a planter box, must maintain that planter box to a reasonable standard including, without limitation, ensuring that:

17.1.1 all plants are properly watered, weeded and cared for;

17.1.2 any plants that die are replaced with similar plants; and

17.1.3 plants are not overgrown.

17.2 If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 17.1, the strata company may enter the lot and maintain the planter box at the cost of the owner of that lot.

18. LEGAL COSTS

18.1 A proprietor of a lot must pay on demand to the strata company all legal costs on a solicitor-client basis which the strata company pays, incurs or expends in consequence of any default by the proprietor, occupier or other resident of that lot in the performance or observance of any bylaws including, but not limited to, recovery of strata company contribution fees.

19. USE AND MAINTENANCE OF LOT

19.1 A proprietor, occupier or other resident must not:

19.1.1 other than in accordance with these bylaws, use the lot that the person owns, occupies or resides in for the purpose of conducting or carrying on any kind of business without the prior written consent of the strata company which may be withheld in the complete discretion of the strata company and otherwise in accordance with all requirements of all relevant authorities;

19.1.2 use the lot that the person owns, occupies or resides in or any part of the common property for any purpose that may be illegal, immoral or injurious to the reputation of the building;

19.1.3 make undue noises or smells in or about any lots or the common property or in any way interfere with the peace, quiet and comfort of any proprietor or occupier of the lot, it being acknowledged by all proprietors that the predominant use of the development of which the lot forms part is residential;

19.1.4 park or stand any motor or other vehicle on common property or permit any invitees of the proprietor or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the strata company or unless provided for in the bylaws;

19.1.5 use the lot that the person owns, occupies or resides in for the purposes of washing a motor vehicle;

19.1.6 hose down or otherwise clean any oil or similar product spilled in the car parking bay forming part of the lot that the person owns, occupies or resides in, and must instead appoint a specialised contractor to clean the spillage; or

19.1.7 store upon the lot, or upon the common property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

19.2 A proprietor, occupier or other resident intending to move any furniture, large object or deliveries to or from a lot or through or on

by the Plant and Equipment access to the Plant and Equipment to repair and maintain the Plant and Equipment, provided that the proprietor or occupier of that lot:

- 12.2.1 gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access (except in the case of an emergency);
 - 12.2.2 accesses the Plant and Equipment at a reasonable time (except in the case of an emergency); and
 - 12.2.3 causes as little disruption and inconvenience as is possible in the circumstances.
- 12.3 The proprietor, occupier or other resident of lot who requires access to a Plant and Equipment Lot must comply with all rules made by the strata company from time to time regarding access to Plant and Equipment and all requirements imposed by all relevant authorities.
- 12.4 The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the strata company access to Plant and Equipment which services the common property to repair and maintain the Plant and Equipment, provided that the strata company:
- 12.4.1 gives the proprietor, occupier or other resident of the Plant and Equipment Lot reasonable written notice of the requirement for access;
 - 12.4.2 accesses the Plant and Equipment at a reasonable time; and
 - 12.4.3 causes as little disruption and inconvenience as is possible in the circumstances.

13. PETS

Moved to Schedule 2 Conduct By-law 12

14. STORAGE OF BICYCLES

Moved to Schedule 2 Conduct By-law 13

15. INSTALLATION OF BBQ ON LOT

Moved to Schedule 2 Conduct By-law 14

16. MAINTENANCE OF GARDEN AND LANDSCAPED AREA ON A LOT

- 16.1 In this bylaw, Garden means a garden or landscaped area on a lot.
- 16.2 An owner, occupier or other resident of a lot that contains a Garden must maintain that Garden to a reasonable standard, including without limitation, ensuring that:
- 16.2.1 the landscaping theme of the Garden and plants used in the Garden are generally consistent with the landscaping in the common property;
 - 16.2.2 the Garden is properly watered, weeded and cared for;
 - 16.2.3 any plants that die are replaced with similar plants; and
 - 16.2.4 plants are not overgrown.
- 16.3 If the owner, occupier or other resident of a lot is required to and does not comply with bylaw 16.2, the Strata Company may enter the lot

10. MAINTENANCE OF LAWNS AND GARDENS

- 10.1 The proprietor confers on the strata company the right to care for and maintain all lawns, gardens and open areas whether at ground level or not outside any building forming part of the proprietor's lot to a reasonable standard reserving to the strata company the right to make a reasonable charge for all work necessitated by the proprietor's failure to maintain that proprietor's lot in accordance with by-law 1.1.2.
- 10.2 The proprietor authorises the strata company to enter the building to exercise the rights conferred on the strata company under by-law 10.1.

11. STRATA CONTRIBUTIONS - ADMINISTRATIVE EXPENSES AND RESERVE FUND

- 11.1 As provided in section 36 of the Strata Titles Act, the council may determine the amounts to be raised for the administrative expenses fund and the reserve fund and levy the proprietors:
- 11.1.1 in proportion to the unit entitlement of their respective lots; or
 - 11.1.2 in any other manner permitted under the by-laws and the Act from time to time.
- 11.2 The council may raise the contributions levied by the strata company pursuant to section 36(1)(c) of the Act in respect of the administrative expenses fund on the basis that:
- 11.2.1 separate budgets are prepared for the costs associated with the repair and maintenance of areas, plant and equipment which are provided for the exclusive or predominant use of particular lots as reasonably determined by the council or the manager appointed by the strata company; and
 - 11.2.2 the amount levied by the strata company for the control, repair and management of those areas, plant or equipment is apportioned between those lots which have the exclusive or predominant use of those areas, plant or equipment in the same proportion that the unit entitlement of each of those lots bears to the total unit entitlements for all of those lots.
- 11.3 The council must:
- 11.3.1 establish a reserve fund in accordance with section 36(2) of the Act;
 - 11.3.2 determine the amount to be raised for the reserve fund being not less than 0.075% of the insured value of the building per annum; and
 - 11.3.3 raise the amounts determined from time to time by levying contributions pursuant to section 36(2)(c) of the Act on the proprietors in proportion to the unit entitlement of their respective lots.

12. ACCESS OVER LOTS FOR MAINTENANCE OF PLANT AND EQUIPMENT

- 12.1 In this bylaw:

Plant and Equipment means an exhaust duct, roof fan, refrigeration line or similar service line, shafts and any other plant and equipment

Plant and Equipment Lot means a lot which includes Plant and Equipment or which is required to be passed through to access Plant and Equipment.

- 12.2 The proprietor or occupier or other resident of a Plant and Equipment Lot must permit the proprietor or occupier of a lot which is serviced

- 7.2 The council may:
- 7.2.1 meet together for the conduct of business and adjourn and otherwise regulate its meetings as it thinks fit, but the council must meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by the member specifying in the notice the reason for calling the meeting; or
 - 7.2.2 employ or engage, on behalf of the strata company, any person as it thinks is necessary to provide any goods, amenity or service to the strata company; or
 - 7.2.3 subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to 1 or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- 7.3 A member of a council may appoint an owner of a lot, or an individual authorised under the *Strata Titles Act 1985* section 136 by a corporation which is an owner of a lot, to act in the member's place as a member of the council at any meeting of the council.
- 7.4 An owner of a lot or individual may be appointed under sub-bylaw 7.3 whether or not that person is a member of the council.
- 7.5 If a person appointed under sub-bylaw 7.3 is a member of the council the person may, at any meeting of the council, separately vote in the person's capacity as a member and on behalf of the member in whose place the person has been appointed to act.

8. POWERS AND DUTIES OF SECRETARY OF STRATA COMPANY

- 8.1 The powers and duties of the secretary of a strata company include:
- 8.1.1 the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting; and
 - 8.1.2 the giving on behalf of the strata company and of the council of the notices required to be given under the Act; and
 - 8.1.3 the supply of information on behalf of the strata company in accordance with the *Strata Titles Act 1985* sections 108 and 109; and
 - 8.1.4 the answering of communications addressed to the strata company; and
 - 8.1.5 the calling of nominations of candidates for election as members of the council; and
 - 8.1.6 subject to the *Strata Titles Act 1985* sections 127, 128, 129, 200(2)(f) and (g) the convening of meetings of the strata company and of the council.

9. POWERS AND DUTIES OF TREASURER OF STRATA COMPANY

- 9.1 The powers and duties of the treasurer of a strata company include —
- 9.1.1 the notifying of owners of lots of any contributions levied under the *Strata Titles Act 1985*; and
 - 9.1.2 the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company; and
 - 9.1.3 the preparation of any certificate applied for under the *Strata Titles Act 1985* section 110; and
 - 9.1.4 the keeping of the records of account referred to in the *Strata Titles Act 1985* section 101 and the preparation of the statement of accounts referred to in the *Strata Titles Act 1985* section 101.

4.1.9.2 if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected, as between those candidates, the election must be decided by a show of hands of those entitled to vote and present in person or by proxy.

4.1.10 While the original proprietor remains the proprietor of a lot, the original proprietor is entitled to be a member of the council. If the original proprietor nominates itself as a candidate for election to the council, the original proprietor will become a member of the council without the requirement for the original proprietor to be elected as a member of the council. If the original proprietor is appointed at the first annual general meeting of the Strata Company as the sole member of council, the original proprietor will remain as the sole member of council until further members of council are appointed at a general meeting of the Strata Company.

5. CHAIRPERSON, SECRETARY AND TREASURER OF COUNCIL

5.1 The members of a council must, at the first meeting of the council after they assume office as such members, appoint a chairperson, a secretary and a treasurer of the council.

5.2 A person:

5.2.1 must not be appointed to an office referred to in sub-bylaw 5.1 unless the person is a member of the council; and

5.2.2 may be appointed to 1 or more of those offices.

5.3 A person appointed to an office referred to in sub-bylaw 5.1 holds office until the first of the following events happens:

5.3.1 the person ceases to be a member of the council under by-law 3.7;

5.3.2 receipt by the strata company of a written notice of the person's resignation from that office;

5.3.3 another person is appointed by the council to hold that office.

5.4 The remaining members of the council must appoint a member of the council to fill a vacancy in an office referred to in sub-bylaw 5.1, other than a vacancy arising under by-law 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.

5.5 The chairperson is to preside at all meetings of the council but, if the chairperson is absent from, or is unwilling or unable to preside at, a meeting, the members of the council present at that meeting can appoint 1 of their number to preside at that meeting during the absence of the chairperson.

6. CHAIRPERSON, SECRETARY AND TREASURER OF STRATA COMPANY

6.1 Subject to sub-bylaw 6.2, the chairperson, secretary and treasurer of the council are also respectively the chairperson, secretary and treasurer of the strata company.

6.2 A strata company may at a general meeting authorise a person who is not an owner of a lot to act as the chairperson of the strata company for the purposes of that meeting.

6.3 A person appointed under sub-bylaw 6.2 may act until the end of the meeting for which the person was appointed to act.

7. MEETINGS OF COUNCIL

7.1 At meetings of the council, all matters must be determined by a simple majority vote.

- 4.1.1 The meeting must determine, in accordance with the requirements of by-law 3.3 the number of persons of whom the council is to consist.
- 4.1.2 The chairperson must call on those persons who are present at the meeting in person or by proxy and entitled to nominate candidates to nominate candidates for election to the council.
- 4.1.3 A nomination is ineffective unless supported by the consent of the nominee to the nomination, given:
 - 4.1.3.1 in writing, and furnished to the chairperson at the meeting; or
 - 4.1.3.2 orally by a nominee who is present at the meeting in person or by proxy.
- 4.1.4 When no further nominations are forthcoming, the chairperson:
 - 4.1.4.1 if the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 3.3, must declare those candidates to be elected as members of the council;
 - 4.1.4.2 if the number of candidates exceeds the number of members of the council as so determined, must direct that a ballot be held.
- 4.1.5 If a ballot is to be held, the chairperson must:
 - 4.1.5.1 announce the names of the candidates; and
 - 4.1.5.2 cause to be furnished to each person entitled to vote and present in person or by proxy, a blank form in respect of each lot in respect of which the person is entitled to vote for use as a ballot form.
- 4.1.6 A person who is entitled to vote must complete a valid ballot form by:
 - 4.1.6.1 writing on the form the names of candidates, equal in number to the number of members of the council so that no name is repeated; and
 - 4.1.6.2 indicating on the form the number of each lot in respect of which the person's vote is cast and whether the person so votes as owner or first mortgagee of each such lot or as proxy of the owner or first mortgagee; and
 - 4.1.6.3 signing the ballot form; and
 - 4.1.6.4 returning it to the chairperson.
- 4.1.7 The chairperson, or a person appointed by the chairperson, must count the votes recorded on valid ballot forms in favour of each candidate.
- 4.1.8 Subject to sub-bylaw 4.1.9, candidates, being equal in number to the number of members of the council determined in accordance with by-law 3.3, who receive the highest numbers (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes are to be declared elected to the council.
- 4.1.9 If the number (in terms of lots or unit entitlements as required under the *Strata Titles Act 1985* section 122) of votes recorded in favour of any candidate is the lowest of the numbers of votes referred to in sub-bylaw 4.1.8 and:
 - 4.1.9.1 that number equals the number of votes recorded in favour of any other candidate; and

- 3.3 Subject to by-law 4.1.10, where there are not more than 3 proprietors the council will consist of all proprietors and where there are more than 3 proprietors the council will consist of not less than 3 nor more than 5 proprietors as is determined by the Strata Company.
- 3.4 If there are more than 3 lots in the scheme, the members of the council must be elected at each annual general meeting of the strata company or, if the number of lots in the scheme increases to more than 3, at an extraordinary general meeting convened for the purpose.
- 3.5 If there are co-owners of a lot, 1 only of the co-owners is eligible to be, or to be elected to be, a member of the council and the co-owner who is so eligible must be nominated by the co-owners, but, if the co-owners fail to agree on a nominee, the co-owner who owns the largest share of the lot is the nominee or, if there is no co-owner who owns the largest share of the lot, the co-owner whose name appears first in the certificate of title for the lot is the nominee.
- 3.6 Except if the council consists of all the owners of lots in the scheme, the strata company may by special resolution remove any member of the council before the expiration of the member's term of office.
- 3.7 A member of the council vacates office as a member of the council:
- 3.7.1 if the member dies or ceases to be an owner or co-owner of a lot; or
 - 3.7.2 on receipt by the strata company of a written notice of the member's resignation from the office of member; or
 - 3.7.3 at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which the member is not elected or re-elected; or
 - 3.7.4 in a case where the member is a member of the council by reason of there being not more than 3 owners of lots in the scheme, on an election of members of the council (as a result of there being an increase in the number of owners to more than 3) at which the member is not elected; or
 - 3.7.5 if the member is removed from office under sub-bylaw 3.6; or
 - 3.7.6 if the Tribunal orders that the member's appointment is revoked and the member is removed from office.
- 3.8 The remaining members of the council may appoint a person eligible for election to the council to fill a vacancy in the office of a member of the council, other than a vacancy arising under sub-bylaw 3.7.3 or 3.7.4, and any person so appointed holds office, subject to this by-law, for the balance of the predecessor's term of office.
- 3.9 Except if 1 person is the owner of all of the lots in the scheme, a quorum of the council is 2 if the council consists of 3 or 4 members; 3, if it consists of 5 or 6 members; and 4, if it consists of 7 members.
- 3.10 The continuing members of the council may act even if there is a vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- 3.11 All acts done in good faith by the council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, are as valid as if that member had been duly appointed or had duly continued in office.

4. ELECTION OF COUNCIL AT GENERAL MEETING

- 4.1 The procedure for nomination and election of members of a council must be in accordance with the following rules:

SCHEDULE 1 GOVERNANCE BY-LAWS

1. DUTIES OF OWNER

1.1 The owner of a lot must:

- 1.1.1 immediately carry out all work that may be ordered under a written law in respect of the lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
- 1.1.2 maintain and repair the lot, and keep it in a state of good condition, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.

1.2 The owner of a lot must:

- 1.2.1 notify in writing the strata company immediately on becoming the owner of the lot, including in the notice the owner's address for service for the purposes of this Act; and
- 1.2.2 if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with the lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.

2. POWER OF STRATA COMPANY REGARDING SUBMETERS

- 2.1 If the supply of gas or electricity to a lot is regulated by means of a submeter, the strata company may require the owner or occupier of the lot to pay the strata company by way of security for the payment of charges arising through the submeter an amount not exceeding \$200 and, if any amount so paid is applied by the strata company under sub by-law 2.3, to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.
- 2.2 The strata company must lodge every sum received under this by-law to the credit of an interest-bearing ADI account and all interest accruing in respect of amounts so received must, subject to this by-law, be held on trust for the owner or occupier who made the payment.
- 2.3 If the owner or occupier of a lot in respect of which a submeter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that owner or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- 2.4 If a person who has paid an amount under this by-law to a strata company satisfies the strata company that the person is no longer the owner or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was an owner or occupier of the lot, the strata company must refund to that person the amount then held on the person's behalf under this by-law.

3. CONSTITUTION OF COUNCIL

- 3.1 The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.
- 3.2 Until the first annual general meeting of the strata company, the owners of all the lots constitute the council.

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ATTACHMENT 1 TO SCHEME BY-LAWS – APPLICATION TO AMEND

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10 Year Maintenance Plan

17 Amherst Street

Fremantle WA 6160

Strata Plan 66636



Report details

Inspection date: 22/04/2025

Inspector:



24/04/2025

The Strata Company
17 Amherst Street
Fremantle WA 6160

Dear Council Members,

Thank you for appointing our company to conduct your 10 Year Maintenance Plan.

Based on our survey of your property, we have determined that the Strata Company will need only to allow contributions to increase with inflation in order to cover its forecast reserve fund expenses. We strongly recommend that the levies be set at the level shown in this report.

This forecast should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual reserve fund balances. Regular updates also create peace of mind and assist the Strata Company to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total reserve fund levy divided by unit entitlements)	\$17.60
Total Unit Entitlements	1000
Total Reserve Fund Levy	\$17,600.00

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	2
15 Year Cash Flow Tracking & Graph with New Levies	3
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All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Address	17 Amherst Street Fremantle WA 6160
Strata Plan No.	66636
Plan Type	Strata Plan
Registered Plan Date/Year of Construction	Reg. 2015
Number of Unit Entitlements	1000
Number of Units	11
Estimated Reserve Fund Balance	\$51,159
Starting date of Financial Year for Report	1/04/2025
GST Status	Not Registered for GST
Current Sinking Fund Levy per Lot Entitlement	17.60

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	4.50%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.50%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Reserve Fund balances over \$10,000 - Years 1 - 3	3.38%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Reserve Fund balances over \$10,000 - Years 4 - 15	2.63%
Contingency Allowance - For minor and/or unforeseen expenses	10%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	4.50%
Forecast Period - Number of years the plan forecasts	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Unit Entitlement	Quarterly Contribution
1	31/03/2026	17,600.00	17.60	4.40
2	31/03/2027	18,304.00	18.30	4.58
3	31/03/2028	19,036.16	19.04	4.76
4	31/03/2029	19,797.61	19.80	4.95
5	31/03/2030	20,589.51	20.59	5.15
6	31/03/2031	21,413.09	21.41	5.35
7	31/03/2032	22,269.61	22.27	5.57
8	31/03/2033	23,160.39	23.16	5.79
9	31/03/2034	24,086.81	24.09	6.02
10	31/03/2035	25,050.28	25.05	6.26
11	31/03/2036	26,052.29	26.05	6.51
12	31/03/2037	27,094.38	27.09	6.77
13	31/03/2038	28,178.16	28.18	7.05
14	31/03/2039	29,305.29	29.31	7.33
15	31/03/2040	30,477.50	30.48	7.62

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

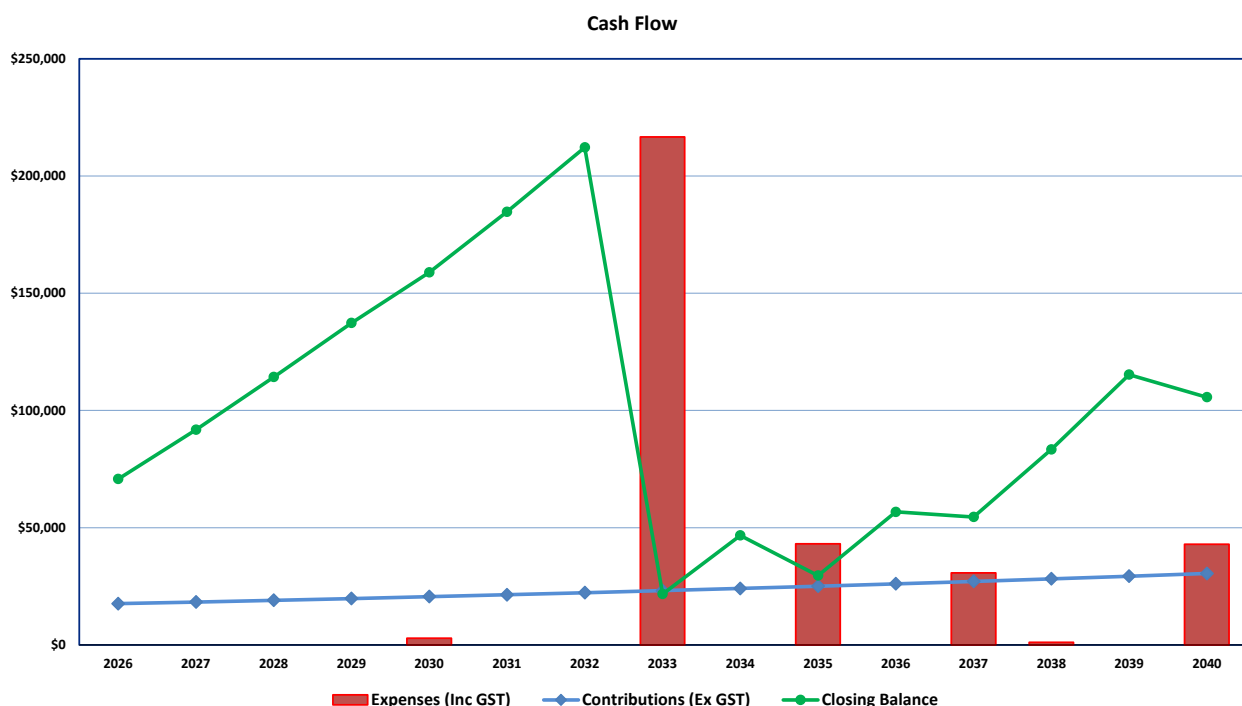
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/03/2026	51,159.00	17,600.00	2,026.61	0.00	70,785.61
2	31/03/2027	70,785.61	18,304.00	2,701.89	0.00	91,791.50
3	31/03/2028	91,791.50	19,036.16	3,424.26	0.00	114,251.92
4	31/03/2029	114,251.92	19,797.61	3,265.16	0.00	137,314.69
5	31/03/2030	137,314.69	20,589.51	3,844.12	2,890.00	158,858.32
6	31/03/2031	158,858.32	21,413.09	4,459.56	0.00	184,730.97
7	31/03/2032	184,730.97	22,269.61	5,151.27	0.00	212,151.85
8	31/03/2033	212,151.85	23,160.39	3,035.38	216,637.00	21,710.62
9	31/03/2034	21,710.62	24,086.81	887.73	0.00	46,685.16
10	31/03/2035	46,685.16	25,050.28	989.98	43,137.00	29,588.42
11	31/03/2036	29,588.42	26,052.29	1,120.76	0.00	56,761.47
12	31/03/2037	56,761.47	27,094.38	1,444.95	30,735.00	54,565.80
13	31/03/2038	54,565.80	28,178.16	1,790.46	1,153.00	83,381.42
14	31/03/2039	83,381.42	29,305.29	2,578.30	0.00	115,265.01
15	31/03/2040	115,265.01	30,477.50	2,867.56	42,942.00	105,668.07

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the reserve fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total reserve fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)	Year 6 (2031)	Year 7 (2032)	Year 8 (2033)	Year 9 (2034)	Year 10 (2035)	Year 11 (2036)	Year 12 (2037)	Year 13 (2038)	Year 14 (2039)	Year 15 (2040)
1. BUILDING EXTERIOR																
Repaint balcony ceilings / undersides	4,317	-	-	-	-	-	-	-	5,875	-	-	-	-	-	-	-
Repaint external surfaces	72,322	-	-	-	-	-	-	-	98,420	-	-	-	-	-	-	-
Repaint service door - 2x sides and frame	2,929	-	-	-	-	-	-	-	3,986	-	-	-	-	-	-	-
Repaint unit entry door - 1x side and frame	2,812	-	-	-	-	-	-	-	3,827	-	-	-	-	-	-	-
Repaint metal grilles	3,998	-	-	-	-	-	-	-	5,441	-	-	-	-	-	-	-
Repair metal grille (Total: 138 m2) - 10%	4,231	-	-	-	-	-	-	-	5,758	-	-	-	-	-	-	-
Repair box guttering (Total: 64 lm) - 10%	1,003	-	-	-	-	-	-	-	1,365	-	-	-	-	-	-	-
Replace residential glazed doors	6,181	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,447
Sub Total (Incl. GST)		0	0	0	0	0	0	0	124,672	0	0	0	0	0	0	11,447
2. ROOFTOP																
Repair metal roofing (Total: 651 m2) - 10%	11,077	-	-	-	-	-	-	-	-	-	16,461	-	-	-	-	-
Replace metal roofing	145,323	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hire roof guard rail	6,792	-	-	-	-	-	-	-	9,243	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	9,243	0	16,461	0	0	0	0	0
3. ACCESS FOR WORK AT HEIGHTS																
Work at heights access and site setup	28,263	-	-	-	-	-	-	-	38,462	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	38,462	0	0	0	0	0	0	0
4. STAIRWELLS																
Repaint internal walls	5,234	-	-	-	-	-	-	-	7,123	-	-	-	-	-	-	-
Repaint internal ceilings	1,415	-	-	-	-	-	-	-	1,926	-	-	-	-	-	-	-
Repaint glazed panel balustrade - metal framing	3,733	-	-	-	-	-	-	-	5,080	-	-	-	-	-	-	-
Repair framed & glazed panel balustrade (Total: 65 lm) - 10%	1,286	-	-	-	-	-	-	-	1,750	-	-	-	-	-	-	-
Replace linoleum flooring	14,819	-	-	-	-	-	-	-	-	-	-	-	24,049	-	-	-
Replace tape anti-slip tread	2,398	-	-	-	-	-	-	-	-	-	-	-	3,892	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	15,879	0	0	0	27,941	0	0	0

Expenditure Item	Current Cost	Year 1 (2026)	Year 2 (2027)	Year 3 (2028)	Year 4 (2029)	Year 5 (2030)	Year 6 (2031)	Year 7 (2032)	Year 8 (2033)	Year 9 (2034)	Year 10 (2035)	Year 11 (2036)	Year 12 (2037)	Year 13 (2038)	Year 14 (2039)	Year 15 (2040)
5. VEHICLE ACCESSWAYS																
Repaint line marking	1,068	-	-	-	-	1,274	-	-	-	-	1,587	-	-	-	-	1,978
Repaint double garage door	1,434	-	-	-	-	-	-	-	1,951	-	-	-	-	-	-	-
Replace roller door motor	2,845	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,269
Replace roller door (Double)	4,490	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair concrete driveway (Total: 321 m2) - 10%	11,372	-	-	-	-	-	-	-	-	-	16,900	-	-	-	-	-
Replace metal drainage grate	968	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	1,274	0	0	1,951	0	18,487	0	0	0	0	7,247
6. PEDESTRIAN ACCESSWAYS																
Repair concrete walkway (Total: 125 m2) - 10%	1,736	-	-	-	-	-	-	-	-	-	2,580	-	-	-	-	-
Repair paved walkway (Total: 15 m2) - 40%	489	-	-	-	-	583	-	-	-	-	727	-	-	-	-	906
Replace paved walkway	1,221	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	583	0	0	0	0	3,307	0	0	0	0	906
7. FENCING AND WALLS																
Repaint timber overlapped fences	3,797	-	-	-	-	-	-	-	5,167	-	-	-	-	-	-	-
Repair sliding vehicle gates (Total: 2 ea.) - 10%	535	-	-	-	-	-	-	-	728	-	-	-	-	-	-	-
Replace vehicle gate motors	2,845	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,269
Repair timber overlapped fences (50% shared cost) (Total: 59 lm) - 10%	618	-	-	-	-	-	-	-	841	-	-	-	-	1,048	-	-
Replace timber overlapped fences (50% shared cost)	6,077	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	6,736	0	0	0	0	1,048	0	5,269
8. FIXTURES & FITTINGS																
Replace mailbox	982	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace timber bench seat	1,513	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. ELECTRICAL																
Replace electrical switchboard	7,177	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace intercom entry system	7,005	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,973
Repair security access system (Total: 11 ea.) - 10%	646	-	-	-	-	770	-	-	-	-	960	-	-	-	-	1,196
Sub Total (Incl. GST)		0	0	0	0	770	0	0	0	0	960	0	0	0	0	14,169
Grand Total (Incl. GST)		0	0	0	0	2,627	0	0	196,943	0	39,215	0	27,941	1,048	0	39,038
Contingency Allowance (Incl. GST)		0	0	0	0	263	0	0	19,694	0	3,922	0	2,794	105	0	3,904
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	0	0	0	2,890	0	0	216,637	0	43,137	0	30,735	1,153	0	42,942

Building Condition / Data List from the Property Inspection for 17 Amherst Street

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' – is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life of the item after it is replaced, repaired or repainted.

'Date' – date the covered item was constructed, acquisitioned and last serviced.

'Comments' – details any useful explanatory notes for the item.

'Condition' - details the current condition or operating state.

'Method Used' - method to estimate costs and assumptions of covered items

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Date	Comments	Condition	Method Used
1. BUILDING EXTERIOR										
Repaint balcony ceilings / undersides	123	m2	35.10	4,317.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint external surfaces	2080	m2	34.77	72,322.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint service door - 2x sides and frame	10	ea.	292.88	2,929.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint unit entry door - 1x side and frame	20	ea.	140.60	2,812.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint metal grilles	138	m2	28.97	3,998.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repair metal grille (Total: 138 m2) - 10%	14	m2	302.19	4,231.00	8	10	Original	Repair as required	Good	Rawlinsons
Repair box guttering (Total: 64 lm) - 10%	7	lm	143.25	1,003.00	8	10	Original	Repair as required	Good	Rawlinsons
Replace residential glazed doors	6	ea.	1,030.19	6,181.00	15	20	Original	Replace as required	Good	Rawlinsons
2. ROOFTOP										
Repair metal roofing (Total: 651 m2) - 10%	66	m2	167.84	11,077.00	10	10	Original	Repair as required	Good	Rawlinsons
Replace metal roofing	651	m2	223.23	145,323.00	45	60	Original	Replace as required	Good	Rawlinsons
Hire roof guard rail	206	lm	32.97	6,792.00	8	10				Rawlinsons
3. ACCESS FOR WORK AT HEIGHTS										
Work at heights access and site setup	1	ea.	28,263.20	28,263.00	8	10		Method to be determined by contractor		Rawlinsons
4. STAIRWELLS										
Repaint internal walls	175	m2	29.91	5,234.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint internal ceilings	42	m2	33.70	1,415.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repaint glazed panel balustrade - metal framing	120	lm	31.11	3,733.00	8	10	Original	Ongoing painting program	Good	Rawlinsons

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Date	Comments	Condition	Method Used
Repair framed & glazed panel balustrade (Total: 65 lm) - 10%	7	lm	183.73	1,286.00	8	10	Original	Repair as required	Good	Rawlinsons
Replace linoleum flooring	124	m2	119.51	14,819.00	12	15	Original	Replace as required	Good	Rawlinsons
Replace tape anti-slip tread	68	lm	35.26	2,398.00	12	15	Original	Replace as required	Good	Rawlinsons
5. VEHICLE ACCESSWAYS										
Repaint line marking	42	lm	25.43	1,068.00	5	5	Original	Ongoing painting program	Good	Rawlinsons
Repaint double garage door	2	ea.	717.00	1,434.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Replace roller door motor	2	ea.	1,422.60	2,845.00	15	20	Original	Replace as required	Good	Rawlinsons
Replace roller door (Double)	2	ea.	2,244.95	4,490.00	30	40	Original	Replace as required	Good	Rawlinsons
Repair concrete driveway (Total: 321 m2) - 10%	33	m2	344.60	11,372.00	10	10	Original	Repair as required / Estimate only - quotations required	Good	Rawlinsons
Replace metal drainage grate	3	ea.	322.81	968.00	25	30	Original	Replace as required	Good	Rawlinsons
6. PEDESTRIAN ACCESSWAYS										
Repair concrete walkway (Total: 125 m2) - 10%	13	m2	133.54	1,736.00	10	10	Original	Repair as required / Estimate only - quotations required	Good	Rawlinsons
Repair paved walkway (Total: 15 m2) - 40%	6	m2	81.42	489.00	5	5	Original	Repair as required	Good	Rawlinsons
Replace paved walkway	15	m2	81.42	1,221.00	25	30	Original	Replace as required	Good	Rawlinsons
7. FENCING AND WALLS										
Repaint timber overlapped fences	98	lm	38.74	3,797.00	8	10	Original	Ongoing painting program	Good	Rawlinsons
Repair sliding vehicle gates (Total: 2 ea.) - 10%	1	ea.	534.68	535.00	8	10	Original	Repair as required	Good	Rawlinsons
Replace vehicle gate motors	2	ea.	1,422.60	2,845.00	15	20	Original	Replace as required	Good	Rawlinsons
Repair timber overlapped fences (50% shared cost) (Total: 59 lm) - 10%	6	lm	103.00	618.00	8	5	Original	Repair as required	Good	Rawlinsons
Replace timber overlapped fences (50% shared cost)	59	lm	103.00	6,077.00	25	40	Original	Replace as required	Good	Rawlinsons
8. FIXTURES & FITTINGS										
Replace mailbox	11	ea.	89.28	982.00	25	30	Original	Replace as required	Good	Rawlinsons
Replace timber bench seat	1	ea.	1,512.76	1,513.00	20	30	Original	Replace as required	Good	Estimate
9. ELECTRICAL										
Replace electrical switchboard	11	Per unit	652.46	7,177.00	30	40	Original	Replace as required	Good	Rawlinsons
Replace intercom entry system	3	ea.	2,335.13	7,005.00	15	20	Original	Replace as required	Good	Rawlinsons
Repair security access system (Total: 11 ea.) - 10%	2	ea.	322.82	646.00	5	5	Original	Repair as required	Good	Rawlinsons

Building Photo Section

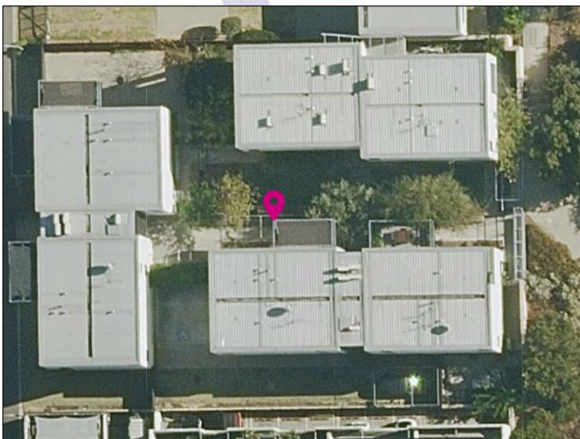
Item Group

BUILDING EXTERIOR

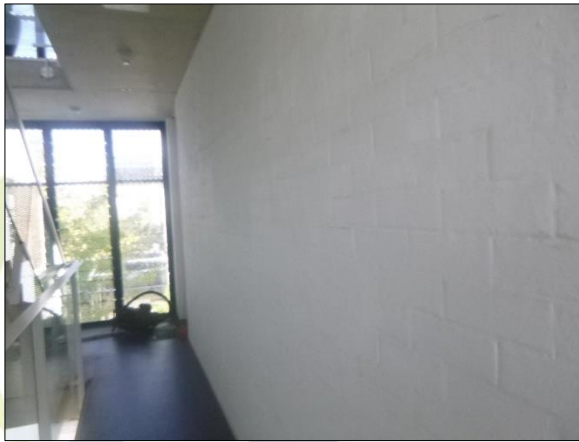
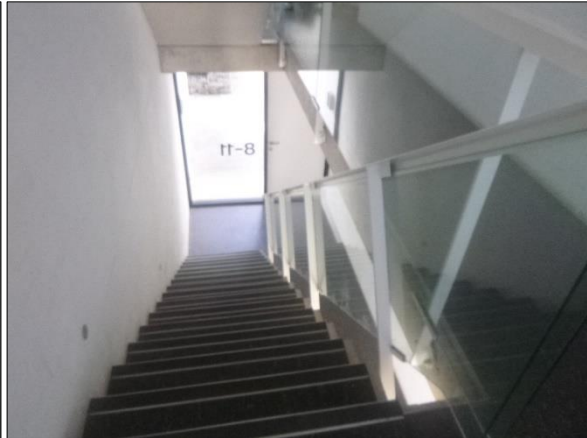
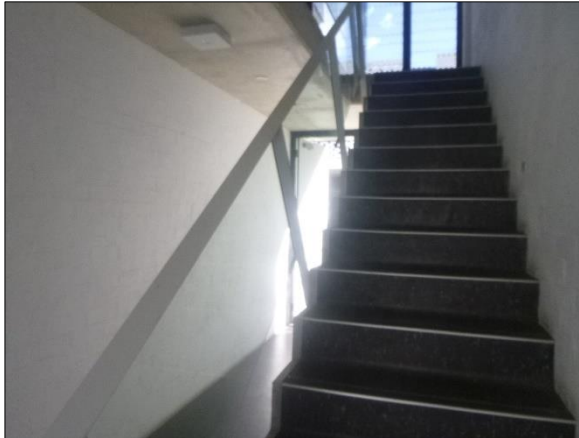


The building exterior was in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

ROOFTOP



The rooftop was in good condition at the time of inspection. Although we were unable to view the roof directly, given the age of the building and looking at the roof view we are confident that the roof is in good condition. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**STAIRWELLS**

The stairwells were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**VEHICLE ACCESSWAYS**

The vehicle accessway elements were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**PEDESTRIAN ACCESSWAYS**

The pedestrian accessway elements were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**FENCING AND WALLS**

The fencing and walls were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

FIXTURES & FITTINGS

The mailboxes and timber bench seat were in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Item Group**ELECTRICAL**

The main switch board was locked and inaccessible at the time of inspection. Based on the age of the building we can safely presume that all electrical was in good condition at the time of inspection. As the property ages repairs will be required and an allowance has been included in the report.

Inspector's Report for 17 Amherst Street

1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **FINANCIAL YEAR ALREADY STARTED** - Starting levies in this report have already been set. Any adjustments will be made from the following financial year onwards.
5. **ADEQUATE LEVIES** - Based on our assessment of the property, we believe that the current levies are adequate to cover estimated expenditure.
6. **TREES** - Trees should be maintained below the height of guttering and clear of buildings wherever possible to prevent premature corrosion of the roof, flashings, gutters, and downpipes. Root systems should also be kept away from buildings, driveways and walkways to prevent structural damage. Removal of trees may be required in some cases.
7. **PAINT WITHIN LOT BOUNDARIES** - The measurements and estimated costs for painting include all surfaces identified by the inspector, including those within lot boundaries. While the maintenance costs of some of these surfaces are technically the responsibility of the individual lot owners, it is usual to include the painting of these areas to preserve the appearance of the property and to reduce overall costs for individual lot owners.
8. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
9. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
10. **PAINTED METAL** - Some painted metal items show signs of wear and/or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
11. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
12. **POWDER COAT WARRANTY** - Powder coated surfaces may be subject to a manufacturer's warranty. Therefore, the manufacturer's cleaning and maintenance recommendations should be followed.
13. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
14. **FENCES OR WALLS DIVIDING PRIVATE LOTS** - For aesthetic and practical reasons, the maintenance costs for certain fences or walls dividing private lots from one another have been included in this report.
15. **FENCES OR WALLS DIVIDING COMMON PROPERTY FROM LOTS** - For aesthetic and practical reasons, the maintenance costs for fences or walls dividing the common property from individual lots have been included in this report.
16. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Dividing Fences Act 1961, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
17. **METAL ROOFS** - Metal roofs may have a service life of 60 years or more with proper care and maintenance.

Report Notes

Reserve Fund Forecast (WA)

This forecast satisfies the current requirements of Part 8, Division 1, Subdivision 3, Section 100 of the *Strata Titles Act 1985*. The Act states:

100 Administrative and reserve funds and contributions

(2) A strata company must, if it is a designated strata company, and may, in any other case —

- (a) establish a fund (a reserve fund) for the purpose of accumulating funds to meet contingent expenses, other than those of a routine nature, and other major expenses of the strata company likely to arise in the future; and
- (b) determine the amounts to be raised for payment into the reserve fund; and
- (c) may raise amounts so determined by levying contributions on the owners in proportion to the unit entitlements of their respective lots.

(2A) A designated strata company must ensure —

- (a) that there is a 10 year plan that sets out —
 - (i) the common property and the personal property of the strata company that is anticipated to require maintenance, repair, renewal or replacement (other than of a routine nature) in the period covered by the plan; and
 - (ii) the estimated costs for the maintenance, repairs, renewal or replacement; and
 - (iii) other information required to be included by the regulations; and
- (b) that the 10 year plan is revised at least once in each 5 years and that, when revised, the plan is extended to cover the 10 years following the revision.

A Designated Strata Company under the Act is one with 10 or more lots.

THIS REPORT DEALS WITH THE RESERVE FUND PLAN.

Implementation - It is the responsibility of the Strata Council and the Strata Company to implement this plan so far as is practicable.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Strata Council has some flexibility to make minor adjustments to the timing of any proposed work. More major adjustments to the timing of work may require an ordinary resolution of the Strata Council, or complete revision of the Plan. The purpose of this forecast is to ensure monies are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Strata Company is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administrative Fund - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the Strata Council). This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Strata Council may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the owners and the Strata Council. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- ◆ Usage.
- ◆ Accidental damage to floor tiles, which may or may not be still available or in stock.
- ◆ Fences can be maintained and replaced gradually or all at once.
- ◆ Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- ◆ Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- ◆ Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Strata Council/Representative.

Fire Maintenance – We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Strata Council/Representative.

Other Matters - Unless otherwise included, this report does not include matters that are not anticipated major expenditures to be met from the reserve fund.

Updates - The reserve fund forecast is made with the best available data at this time. The reserve fund forecast should be upgraded at regular intervals. We recommend bi-annual updates.

Your FREE amendment (conditions) - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.